

March 23, 2022

MEMPHIS - SHELBY COUNTY BOARD OF EDUCATION

**PROCUREMENT SERVICES**

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

**INVITATION FOR BID**

(NOT AN ORDER)

Please submit Bids on the item(s) listed below. The right is reserved to reject any or all Bids. If substitutions are offered, give full particulars. The Bid must be submitted no later than **April 14, 2022 @ 2:00 PM CST.**

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

**NEW FUEL DISPENSING STATION - FARMVILLE WAREHOUSE-REBID**

The Shelby County Board of Education (“SCBE”) is requesting bids for **NEW FUEL DISPENSING STATION - FARMVILLE WAREHOUSE -REBID**

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

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

Questions or requests for clarification of technical issues and terms pertaining to this Bid must be submitted in writing via e-mail to **Mary Taylor at [taylorm15@scsk12.org](mailto:taylorm15@scsk12.org) or LaJuanna Jones-Sulton at [jonessultonlm@scsk12.org](mailto:jonessultonlm@scsk12.org)**, by **April 6, 2022 @ 11:00 AM CST**

**ISSUED BY: Mary Taylor BID #04142022MT**

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

NAME OF FIRM	PHONE #	FAX #	
ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS	AUTHORIZED REPRESENTATIVE NAME		

CHECK HER IF YOU ARE A MINORITY VENDOR

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

## **PART I: SCOPE OF WORK**

### **1.0 INTRODUCTION**

This Invitation for Bid (IFB) is soliciting bids for **NEW FUEL DISPENSING STATION – FARMVILLE WAREHOUSE – REBID.**

### **2.0 BACKGROUND**

Memphis - Shelby County Schools (MSCS) is Tennessee's largest public-school district and is among the 25 largest public-school districts in the United States. MSCS serves approximately 90,000 students in 190 schools. We employ more than 6,200 teachers and 6,000 support personnel to serve our unique student population, while, offering programming and services to fit the needs of all our students. Through our strategic plan - Destination 2025 – we are committed to working toward three goals: 80 percent of students are college or career ready; 90 percent of seniors graduate on time and 100 percent of graduates will enter college or a career. To reach these goals, MSCS has placed a strong emphasis on early literacy, improvement of post-secondary readiness, developing strong teachers, leaders and support staff, expanding availability of high-quality school options and working closely with families and community partners. MSCS partners with almost 4,000 volunteers and 700 school adopters and community partners to increase student achievement and empower our community to strive.

### **3.0 SCOPE OF WORK**

The MSCBE requests bids for **NEW FUEL DISPENSING STATION - FARMVILLE WAREHOUSE - REBID.** The scope of work is attached to the IFB. Responses submitted must meet or exceed all requirements. Bids that do not meet or exceed all requirements will be considered non-responsive. The scope of work is as follows:

The Scope of Work includes the design/ build services for a new fuel dispensing station located at 1364 Farmville Road in Memphis, Tennessee. The awarded vendor shall provide architectural, engineering, and construction services for a complete, turnkey endeavor. **Please see pp. 14-15 for detailed Scope of Work.**

### **4.0 NON-EXCLUSIVE**

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

### **5.0 NOTICE OF INTENT TO AWARD**

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

## **6.0 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRIZES UTILIZATION**

MSCBE has set a Minority or Woman-owned Business Enterprises goal percent for this project as follows: **New Fuel Dispensing Station – Farmville Warehouse Rebid– 12%**

The Bidder shall take affirmative action to ensure that minority-owned and women-owned businesses, which have been certified by the City of Memphis, Shelby County Government and/or Memphis-Shelby County Airport Authority, are utilized when possible as sources of supplies, equipment, construction and services for Memphis - Shelby County Schools. Please see **Appendix I - MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES UTILIZATION. All relative forms in Appendix I must be completed and submitted with the bid. If the relative forms are not completed and submitted with the bid, the bid will be an invalid bid. Please note that the non-expired certificate is to be submitted with the bid.**

**If submitting bids on multiple projects, please submit the required documents for each vendor per each project location to ensure compliance with the submission process.**

To access Memphis - Shelby County Schools list of certified MWBE vendors, please use the link below.

Go to the bottom page under MWBE Directory Listing and click the “Certified MWBE Listing”.

<http://www.scsk12.org/mwbe/index>

## **PART II: GENERAL TERMS AND CONDITIONS**

### **1.0 STATEMENT OF CONFIDENTIALITY**

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

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

### **2.0 TERM OF AGREEMENT**

**The anticipated terms of this contract shall be (1) year(s). The work shall begin after issuance of the “Notice to Proceed. Estimated start time is 6/2/2022. Substantial completion date is projected at 11/30/2022. Final completion date is projected at 12/30/2022.**

### **3.0 PRE-BID MEETING**

A mandatory pre-bid meeting is scheduled for this project and the responders are required to sign-in at the School’s Main Office at the stated date/time and location listed below.

**Farmville Warehouse - 1364 Farmville Road; Memphis, Tn 38112, on March 29, 2022 @ 9:30 AM CST. Any site visits / walkthroughs must be coordinated between the Contractor and the School’s Building Engineer.**

**NOTE:** MSCS will be practicing “Social-Distancing” for all Pre-Bid meetings and gatherings during this time period in order to promote a safe and healthy working environment for both employees and perspective bidders. Bidders must wear appropriate PPE gear during these meetings.

### **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 6, 2022 @ 11:00 AM CST**. Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on MSCBE by **4:00 PM CST on April 7, 2022** website <http://www.scsk12.org/procurement/bids>. Please do not submit question in PDF format.

### **5.0 BID TIMELINE**

<b>Bid Posted</b>	<b>March 23, 2022</b>
<b>Pre-bid Date</b>	<b>March 29, 2022 @9:30 AM</b>
<b>Questions Due</b>	<b>April 6, 2022 @11:00 AM</b>
<b>Addendum Posted</b>	<b>April 7, 2022@ 4:00 PM</b>
<b>Bid Submission</b>	<b>April 14, 2022@11:00 AM</b>

## 6.0 POINT OF CONTACT

Mary Taylor, Senior Advisor

Procurement  
taylorm15@scsk12.org

LaJuanna Jones-Sulton,, Sourcing Mgr

Procurement  
jonessultonlm@scsk12.org

## 7.0 CONTRACT MONITOR/MSCBE SUPERVISION

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

## 8.0 CONTRACT TYPE

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

## 9.0 PAYMENT TERMS

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

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

## 10.0 INVITATION FOR BID (IFB) REVISIONS

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

## 11.0 SUBMISSION DEADLINE

In order to be eligible for consideration, bids must be received in the Procurement Services Office no later than **2:00 PM CST on April 14, 2022 160 South Hollywood Street, Room #126, Memphis, TN 38112**. Vendors mailing bids shall allow sufficient carrier delivery time to ensure timely receipt of their bid in the Office of Purchasing & Supply Services prior to the deadline. Any bid received in the Purchasing Office after the submission deadline, no matter what the reason, will be returned unopened. **Bids responses delivered to any other location shall not constitute delivery to the Procurement Services Office.**

## 12.0 BID OPENING

The MSCBE shall receive sealed bids until the bid due date indicated on the bid front cover sheet. At the time of the public bid opening (as directed on the front cover sheet), the Buyer or designee shall open all bids received and record the responses. A copy of the bid tabulations will be made available upon written request via Open Records Request. The MSCBE shall then review all responses and analyze the results of the bidding process. A final recommendation(s) shall be

prepared by the requesting department. Upon acceptance and approval of the bid(s) by the Procurement Director, the Director may grant its approval subject to such conditions as it may deem appropriate.

All bids shall be publicly opened at the **Procurement Services Office, 160 South Hollywood Street, Room #126, Memphis, TN 38112** on the date specified on the bid. In the event of inclement weather on the due date of a bid and The MSCBE is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.

### **13.0 DURATION OF BID**

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

### **14.0 E- COMMERCE**

IFBs will be published on the Procurement website @ [www.scsk12.org/procurement/bids](http://www.scsk12.org/procurement/bids) and advertised when applicable in the local newspapers, the Commercial Appeal and/or Daily News. The Procurement website also serves to publish any addenda, associated materials, Contractor questions and the MSCBE's responses, and other solicitation related information.

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

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

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

### **15.0 INSURANCE**

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

### **16.0 LIQUIDATED DAMAGES**

The successful Bidder accepts this contract with the understanding that should they fail to complete the work/delivery in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the bid document. Liquidated damages for this project are as follows:

\$500/ per day substantial completion deadline missed and \$500/per day completion deadline missed.

## 17.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

In accordance with TN Code Ann. 49-5-413, unless explicitly excluded by statute; and pursuant to Memphis - Shelby County Schools' requirements, Vendors (persons, corporations or other entities) whose employee(s), subcontractor(s), or representative(s) will come in contact or close proximity to MSCS students during the course of business, must require their employee(s), subcontractor(s), or representative(s) to supply a fingerprint sample, and submit to a criminal history records check through the Tennessee Bureau of Investigation (TBI), and they will issue them a greenlight letter. Once they receive the greenlight letter, an appointment should be made with Memphis - Shelby County Schools ID Department. A copy of the greenlight letter, along with \$30.00 (exact change or company check), will be required to obtain a MSCS Vendor ID Badge. A MSCS Vendor ID Badge is required before permitting the person to have contact with the children or entering school grounds.

The cost of fingerprinting, conducting the criminal records check, and obtaining a Memphis - Shelby County School's identification badge will be the sole responsibility of the Vendor for each of the Vendor's employee(s), subcontractor(s), or representative(s). Vendors doing business with MSCS are required to renew their badges annually. The Memphis - Shelby County School's identification badge shall be worn at all times by each of the Vendor's employee(s), subcontractor(s), or representative(s) at shirt pocket height while on Memphis - Shelby County Schools' property. For more information regarding of fingerprinting, conducting the criminal records check, and obtaining a Memphis - Shelby County School's identification badge, please contact 901-416-5318.

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

## 18.0 COMPLIANCE WITH LAWS

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

## 19.0 BONDING

**A. BID BOND:** Bidders are **required** to submit a bid bond in the amount of five percent (5%) of the total estimated contract amount for each individual school location, as determined by MSCBE and specified in the IFB, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that may exceed \$100K. **Should the Bidder withdraw their bid response without entering into a contract the Bid Bond may be forfeited in whole or in part.**

**B. PERFORMANCE AND LABOR BOND:** The successful Bidder(s) will be **required** to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred percent (100%) of the total estimated contract amount for each individual school location, as determined by MSCBE and specified in the IFB, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceeds \$100K.

- C. The bond, cashier or certified check must be made in favor of the **SHELBY COUNTY BOARD OF EDUCATION, MEMPHIS, TENNESSEE 38112.**

## **20.0 TERMS AND CONDITIONS**

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

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

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

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

## **21.0 BASIS OF AWARD**

The contract(s) will be made in the best interest of MSCS, as determined by MSCS, to the qualified, lowest responsible and responsive bidder(s) that meet the requirements listed in this IFB. Bidders must be able to complete the project on or before December 30, 2022. The project completion date is November 30, 2022, for substantial December 30, 2022, for FINAL.

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

## **22.0 OPTION TO RENEW CONTRACT PERIOD (DOES NOT APPLY)**

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.

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 Contracting Officer. The request must be submitted in writing at least sixty (90) days prior to the renewal term and shall be accompanied by supporting documentation.

Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Memphis - Shelby County Schools.

## **23.0 STATE OF TENNESSEE CERTIFICATE OF EXISTENCE**

Title 48 of Tennessee Code requires all contractors and subcontractors that are domestic or foreign Corporations, Limited Liability Companies, Limited Partnerships, or Limited Liability Partnerships to be in good standing with the Secretary of State (i.e., have a valid Certificate of



Existence/Authorization). This includes being duly incorporated, authorized to transact business, and/or in compliance with other requirements as detailed by the Secretary of State.

Bidder shall submit a State of Tennessee Certificate of Existence or other State of Tennessee issued documentation verifying the bidder is in Good Standing with the Department of Assessment and Taxation of Tennessee and/or registered to do business in the State of Tennessee.

**Certificates of Status may be obtained on line at <https://tnbear.tn.gov/ecommerce/default.aspx>.**

Bidders that are domestic or foreign corporations, limited liability companies, limited partnerships, or limited liability partnerships, must be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization).

## **24.0 RESOLUTION FOR PROTEST AND DISPUTES**

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

### **A. RIGHT TO PROTEST**

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

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

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

## **B. Bond Requirements**

1. Neither a protest nor a stay of award shall proceed under this section unless the protesting party posts a protest bond. The protesting party shall post with the Procurement Director, at the time of filing a notice of protest, a bond payable to the Shelby County Board of Education in the amount of five percent (5%) of the lowest cost proposal evaluated or, if a protest is filed prior to the opening of cost proposals, the bond payable shall be five percent (5%) of the estimated maximum liability provided in the procurement document. The protest bond shall be in form and substance acceptable to the Shelby County Board of Education and shall be immediately payable to the Shelby County Board of Education conditioned upon a decision by the protest committee that:
  - a. A request for consideration, protest, pleading, motion, or other document is signed, before or after appeal to the Chief of Business Operations, in violation of subsection (b);
  - b. The protest has been brought or pursued in bad faith; or
  - c. The protest does not state on its face a valid basis for protest.
2. The bond shall be payable to the Shelby County Board of Education for any other reason approved by the Procurement Office. The Board of Education shall hold the protest bond for at least eleven (11) calendar days after the date of the final determination by the Procurement Director. If the protesting party appeals the Procurement Director's determination to the protest committee, the Procurement Director shall hold the protest bond until instructed by the General Counsel Office to either keep the bond or return it to the protesting party.
3. At the time of filing notice of a protest of a procurement in which the lowest bid or lowest evaluated cost proposal is less than one million dollars (\$1,000,000), a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business protesting party may submit a written petition for exemption from the protest bond requirement of subsection (c). The petition shall include clear evidence of a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business status. On the day of receipt, the petition shall be given to the chief procurement officer. The chief procurement officer has seven (7) calendar days in which to make a determination. If an exemption from the protest bond requirement is granted, the protest shall proceed as though the bond were posted. Should the chief procurement officer deny an exemption from the requirement, the protesting party shall post the protest bond with the chief procurement officer as required in subsection (c) within five (5) calendar days of the determination.

## **C. APPEAL OF CONTRACT AWARD DECISION**

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

Any decision of an award protest may be appealed to the Superintendent within seven (7) days of issuance of the decision by the Chief of Business Operations.  
The Superintendent will evaluate the issues involved and render a decision. The decision of the Superintendent is final.

## **25.0 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES ( 2 CFR 200.321)**

The Shelby County Board of Education (hereafter referred to as the “Board”) recognizes that minority, women, and small business owners frequently face unique problems that are not encountered by majority-owned businesses. Therefore, it is the policy of the Board to take necessary affirmative steps, in accordance with 2 CFR 200.321, to assure that equal opportunities are provided for MWBEs to participate in the performance of District contracts financed in whole or in part with federal funds.

2 CFR § 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

### Title 2: Grants and Agreements

#### PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

#### **Certified MWSBE Vendor Directory**

To access Memphis - Shelby County Schools list of certified MWBE vendors, please use the link below.  
<http://www.scsk12.org/mwbe/index>  
Go to the “Certified Vendor Directory” tab and follow the instructions to download the entire list of certified MWSBE firms.

## **PART III: BID SUBMISSION REQUIREMENTS**

### **1.0 GENERAL FORMAT**

- A.** Bidders shall submit one (1) original and one (1) USB (with Bid formatted into a single pdf file) of the bid submission. The electronic version of the Bid will be due no later than 4:00pm CST after the originals are submitted. The Electronic USB media shall bear a label on the outside containing the IFB number and name as well as the name of the Bidder and include all requested information and documents. **USB must be included inside sealed bid submission package upon receipt of your bid. MSCBE RESERVES THE RIGHT TO CONTRACT IN THE BEST INTEREST OF MSCBE, AND TO REJECT ANY AND ALL BIDS AT ANY TIME PRIOR TO AWARD.**
- B.** Bid submission shall be labeled on the outside of each submitted package with the following:
1. Bidder's name and business address;
  2. Bid Due Date/Time for receipt of Bids, and
  3. Invitation for Bid (IFB) number and Title
- C.** Each bid must include a Transmittal Letter and Table of Contents. All pages must be numbered consecutively from beginning to end and separated by tabs as described below:
1. **TRANSMITTAL LETTER (TAB A):** Bids are to be accompanied by a brief transmittal letter prepared on the bidder's letterhead and signed by an individual who is authorized to commit the Offeror to the services and requirements in the IFB. This transmittal letter shall include:
    - a. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the bidder to the contract, who will receive all official notices concerning this IFB.
    - b. The bidder's Federal Tax Identification Number or Social Security Number.
    - c. Acknowledgement of all Addenda to this IFB. (Appendix F)
  2. **FORMS (TAB B): (include the following)**
    - a. **Completed Bid Identification Submittal Form (Attached to the Outside of IFB Packet)**
    - b. Completed Non-Collusion Certificate (Notarized) (Appendix B)
    - c. Completed Debarment Affidavit (Notarized) (Appendix C)
    - d. Completed Anti-Bribery Affidavit (Notarized) (Appendix D)
    - e. Completed Pricing Quote Confirmation (Appendix E)
    - f. Completed Addenda Acknowledgement form (Appendix F)
    - g. Complete Promise of Non-Discrimination Statement (Appendix G)

- h. Local Preference Purchasing (Appendix H)
- i. Completed attached MWBE Documents (Appendix I) (**Mandatory submission with proposal**)
- j. Completed Bid Proposal Cost Form (Appendix J)
- k. **Bid Bond**, in the amount of 5% of the total amount of the Bid (**Must be included with submission**)
- l. Any other required documents specified in the IFB or Project Manual

**3. ADDITIONAL DOCUMENTS**

- a. Bidder may be requested to provide resumes of staff who will participate on this project

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

## **PART IV: SCOPE OF WORK**

### **DESIGN/ BUILD SERVICES FOR A NEW FUEL DISPENSING STATION FARMVILLE WAREHOUSE - REBID 1364 Farmville Road Memphis, TN 38112**

#### **I. SCOPE OF WORK SUMMARY**

The Scope of Work includes the design/ build services for a new fuel dispensing station located at 1364 Farmville Road in Memphis, Tennessee. The awarded vendor shall provide architectural, engineering, and construction services for a complete, turnkey endeavor. The project shall comply with all current laws, codes, regulations and other local, state, or federal criteria. The completed project will achieve the desired results of Memphis - Shelby County Schools for a fully functional fuel dispensing station. The design/ build approach shall include all disciplines, services, and trades required for a complete and successful project.

#### **II. SCOPE OF WORK**

- a. The Design and Construction Scope of Work shall include and not be limited to the following:
  - i. A fuel dispensing station that provides clear drive paths and radiuses for easy vehicular and truck navigation.
  - ii. A code compliant and structurally sound canopy to shield users from inclement weather. Canopy shall include lighting fixtures, LED preferred. **Provide cost as Alternate #1 in Appendix J.**
  - iii. Design and construction of reinforced concrete slabs for placement of storage tanks dispensing islands, and traffic lanes. Scope includes the demolition and complete removal of existing asphalt and unsuitable soils for a firm foundation for the fuel dispensing station.
  - iv. Provide relocation services for existing above ground storage tanks located at Mt. Pisgah MS and Grays Creek. Relocation services shall include and not be limited to
    1. Disconnection of piping and electrical wiring/ conduit.
    2. Contractor responsible for all permits related to transport.
  - v. Perimeter fencing with operable gates as directed by MSCS Facilities & Maintenance. **Provide cost as Alternate #2 in Appendix J. Provide cost of electrically operated gates as Alternate #3 in Appendix J.**
  - vi. Spillage containment basins sized as required by current law and regulations.
  - vii. The installation of two above ground fuel storage tanks, 8'-0" to 10'-0" in diameter.
  - viii. Relocate existing storage units with existing tank accessories.
  - ix. Installation of two (2) card reader terminals, i.e., E.J. Ward is preferred. Any other manufacturer is required to be submitted as a substitution request for review and approval. All substitutions must meet the requirement of being compatible and capable of integrating, flawlessly and seamlessly, with the E.J. Ward terminals as the E.J. Ward product is currently installed at all fuel dispensing tank locations.
  - x. Install one (1) tank monitor with probes and sensors, i.e., Veeder-Root-450-Plus is preferred. All equivalent must be provided as a substitution request for approval.
  - xi. Provide three (3) suction dispensers that include hoses (10'-0" min. length), whip hoses, breakaways, hose swivels, fueling nozzles, external filter kits, dual-sided hose masts, and pulse-output board.
  - xii. Provide three (3) wireless routers at fueling station and one (1) wireless access point located adjacent to nearest MSCS building.
  - xiii. Provide overhead fuel transfer piping from storage tanks to dispensers.
  - xiv. Provide electrical work and equipment that includes and is not limited to:

1. Service pole for overhead service drop
  2. 200 Amp single phase overhead service
  3. 200 Amp meter socket and new 200 Amp main breaker panel on service rack
  4. Breakers for fuel system
  5. Weatherproof junction box for fuel system controls and tank monitor
  6. Conduit and wiring for fuel dispensers, terminals, and fuel motors for above ground storage tanks.
  7. Conduit and wire for tank monitoring equipment that includes probes, interstitial sensors, and sump sensors.
  8. Conduit and wire for battery powered overfill alarm at fill box
  9. Spare and empty conduit to terminal
  10. Emergency stop at above ground tank area with emergency stop controls
  11. Ground rod and wire for each above ground tank.
  12. 120-volt circuit for Wi-Fi transmitter.
- xv. If required by code and/ or Authorities Having Jurisdiction, provide a fire suppression system. **Provide cost as Alternate #4 in Appendix J.**
- xvi. Prices shall include
1. Geotechnical exploration, soil sampling/ testing, and site surveys as required for sound foundation system and as required by the authorities having jurisdiction.
  2. MLG&W service and installation fees
  3. Removal of existing underground piping, wiring, and conduit specific to the project.
  4. Repairs and modifications to tanks, tank accessories, or other reused equipment in a manner that is allowed by current laws and regulations
  5. Removal and disposal of fuel from existing storage tanks and transfer piping. Existing fuel will be returned to the above ground storage tanks
  6. Soils testing as required and needed for foundation preparations for the fuel dispensing station and associated drives.
  7. Signage as required per the authorities having jurisdiction and Memphis - Shelby County Schools

### III. SUPPLEMENTAL INFORMATION

- a. All construction and AE services shall comply, meet, and/ or exceed all laws, regulations, ordinances of local, state, and federal agencies having jurisdiction specific to the project scope.
- b. Construction and AE services shall include and not be limited to demolition, civil, landscape, environmental, structural, architectural, mechanical, electrical, plumbing, fire protection, IT, security, intercom, network, EMS, and site utilities.
- c. Contractor will be responsible for all damages to adjacent properties and materials not in the scope. The damages shall be repaired in a manner to be equal to or better than their existing condition prior to the damage.
- d. A 5% Contingency shall be included in the overall cost to cover any unforeseen conditions and issues that will require resolution for the success of the project.
- e. Liquidated damages are \$500/ day for Substantial Completion and \$500/ day for Final Completion.

Contractor shall be responsible for the compensation of plant managers and other MSCS employees required for building access outside of the normal daily/ weekly hours including weekend and holidays. The compensation will be through MSCS's Facilitron application.

**PART V: BID FORMS**



**BID IDENTIFICATION SUBMITTAL FORM**

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

**IFB# 04142022MT**

**PROJECT TITLE: NEW FUEL DISPENSING STATION - FARMVILLE WAREHOUSE - REBID**

**PROJECT LOCATION: NEW FUEL DISPENSING STATION – FARMVILLE WARHOUSE – REBID  
Farmville Warehouse - 1364 Farmville Road; Memphis, Tn 38112**

State law requires that Contractors be properly licensed at the time of the Bid opening, Tennessee Code Annotated, §62-6-119. Failure to complete the Bid Identification Submittal Form and attached on the outside of each submitted bid package shall void such bid and such bid shall not be considered.

**RESPONDENT IDENTIFICATION (PRIME CONTRACTOR)**

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

**TENNESSEE PRIME CONTRACTOR LICENSE INFORMATION**

License Number	Expiration	Classification, applicable to project	Limitation

**SUBCONTRACTORS TO BE USED ON THIS PROJECT:** If work is required for Electrical, Plumbing, HVAC, or Geothermal, Masonry, list subcontractor(s) that will perform that work. If Prime Contractor will perform that work with Prime Contractor’s own forces, fill in Prime Contractor’s name as subcontractor. If there is no work in a category, write “None Required” in the space. If acceptance of alternate or combination of alternates changes subcontractor, so indicate. Provide State contractor license number, expiration date and applicable classifications for Prime Contractor and listed subcontractors. If value of subcontractor’s work is such that no license is required, and subcontractor is unlicensed, fill in “N/A” in the license number column, but still fill in name. Please provide all names in the same style as used for licensing and other legal transactions, without embellishment.

	Name, Address, City, State, Zip	License			
		Number	Expiration	Classification	Limitation
<b>Architect</b>					
<b>Mechanical Engineer</b>					
<b>Electrical Engineer</b>					
<b>Structural Engineer</b>					
<b>Landscape Architect</b>					
<b>Electrical</b>					
<b>Plumbing</b>					
<b>HVAC</b>					
<b>Geothermal</b>					
<b>Masonry</b>					

**SIGNATURE OF PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**

X

## **PART VI: APPENDICES**

## **APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR SEALED BIDS**

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

### **1.0 INVITATION TO BID**

- A. The MSCBE 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.
- B. Bidder may be asked to submit supporting documentation for bid analysis in reference to Memphis - Shelby County Schools Local Preference Purchasing Program (Policy #2011).

### **2.0 GENERAL BID REQUIREMENTS**

- A. **SINGLE PRICE:** The Bidder will not be allowed to offer more than one price on each item even though the Bidder may feel that it has two or more types or styles that will meet specifications. Bidder must determine which to offer. If said Bidder should submit more than one price on any item, all prices for that item will be rejected.
- B. **AGGREGATE BIDS:** Where provision is made on the Bid form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the MSCBE. 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.
- C. **COMPLIANCE WITH SPECIFICATIONS:**
  - 1. The awarded Bidder shall abide by and comply with the true intent of the specifications.
  - 2. Awarded Bidder shall not take advantage of any unintentional error or omission
  - 3. Awarded Bidder shall fully complete every part as the true intent and meaning of the specifications, as decided by the Procurement Director. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
  - 4. The successful bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to the MSCBE, which would provide sufficient data to enable The MSCBE to judge the bidder's compliance with the specifications.
- D. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Bidder, in writing, as an attachment to the bid response. Bidders are fully aware that any deviations may render their bid as non-responsive. The absence of a written list of specification deviations attached to the bid response will hold the Bidder strictly accountable to The MSCBE 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.

- E. SUB-CONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the MSCBE. The Awarded Bidder shall provide the name of the sub-contractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications. The information may be used in considering the potential performance capabilities of the sub-contractor(s). The Awarded Vendor shall not, without prior written consent of the MSCBE, assign any of the monies payable under the contract.
- F. COOPERATIVE PURCHASING:** The MSCBE reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the State of Tennessee as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

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

### 3.0 PRICES

- A. UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the bid request. 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.
- B. UNITS OF MEASURE:** Wherever the MSCBE 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 MSCBE to determine whether the Bidder's price will be recalculated. The MSCBE will not accept any bids with bidder escalator clauses, unbalanced figures, or irregular features.
- C. CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- D. PRICE REDUCTIONS:** The MSCBE reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.

- E. TAXES:** MSCBE 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 highway 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 IFB does not commit MSCBE to award a contract, pay any costs incurred in the preparation of any Bid submitted, procure or contract for Services from any Bidder or any other person. Accordingly, each Bidder shall be responsible for all costs incurred in the preparation and submission of its Bid or in any part of its participation in the pre-award process.
- H. CONDITIONS AND ASSUMPTIONS:** All Bids and related documents submitted shall be based on the same conditions and assumptions that will underlie any prospective final contract between MSCBE and the successful Bidder. Thus, in establishing the terms of any resulting contract, MSCBE may assume the conditions and assumptions underlying the Bid submitted by the successful Bidder are accurate.
- I. ETHICS IN PUBLIC CONTRACTING:** By submitting its Bid, Bidder certifies that its Bid is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Bidder, supplier, manufacturer, subcontractor, customer or other person in connection with its Bid and that it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, employment, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- J. PROHIBITED CONTACT:** Registered and non-registered lobbying of MSCBE staff members or Board members with respect to a pending project or award is prohibited during the time period between the date the IFB is advertised and the date a final contract is awarded. ANY CONTACT BETWEEN MSCBE 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 MSCBE STAFF MEMBER, SHALL BE GROUNDS FOR DISQUALIFICATION OF THE BIDDER FROM THE PROCESS. By submitting a Bid, the Bidder represents and warrants that it has not made, and will not make, any contact prohibited by this paragraph.
- K. CONFLICT OF INTEREST:** Bidder certifies that no MSCBE Board member, staff member or any MSCBE employee has a financial or beneficial interest in the Bidder.
- L. MANDATORY USE OF FORM AND MODIFICATION OF TERMS AND CONDITIONS:** Failure to submit a Bid on any official form provided for that purpose may be cause for rejection of a Bid. Return of the complete form is required. Modification of, or additions to, the general terms and conditions of this IFB may be cause for rejection of the Bid. Notwithstanding, the MSCBE Director of Purchasing reserves the right to decide on a case by case basis, in his or her sole discretion, whether to reject such a Bid.
- M. ERRORS OR OMISSIONS:** The Bidder shall not be allowed to take advantage of any errors or omissions in the specifications set forth in this IFB. Where errors or omissions occur in this IFB, the Bidder shall promptly notify the contact person listed in this IFB and report the identified error or omission. Inconsistencies in the specifications are to be reported before Bids are submitted to MSCBE.
- N. LIABILITY FOR IMPROPER DATE OR TIME PROCESSING:** By submitting a Bid, the Bidder agrees that, if it becomes the successful contractor, the Bidder will indemnify and hold harmless MSCBE and the officers, employees, Board members and agents of MSCBE against any claim of, or liability for,

breach of any contract related to the Services that is caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

- O. AUDIT:** Unless the contract is a firm fixed price contract, MSCBE shall be entitled to audit the books and records of the successful contractor or any subcontractor thereof to the extent that such books and records relate to the performance of the successful contractor's contract with MSCBE. Accordingly, the successful contractor agrees, and any subcontractor thereof will agree, to retain all books, records and other documents relative to this IFB and the related contract for a period of three (3) years from the date of final payment under the contract for the contractor and for a period of three (3) years from the date of final payment under the subcontract for the subcontractor, unless a shorter period is otherwise authorized in writing to the MSCBE. By submitting a Bid, the successful contractor grants to MSCBE the right to perform or have performed by its authorized agents and/or auditors, an audit of the books and records of the successful contractor. Consequently, MSCBE will have full access to, and the right to examine, any of said materials following the giving of reasonable notice during said period. **BIDDERS ARE HEREBY NOTIFIED THAT ALL RECORDS OF ALL PERSONS CONTRACTING WITH THE MSCBE MAY BE SUBJECT TO THE TENNESSEE PUBLIC RECORDS ACT.**
- P. COMPLIANCE WITH PROCEDURES:** The successful contractor will comply with all procedural instructions that may be issued from time to time by MSCBE. However, the substantive terms and conditions of the contract shall not change without the written consent of all parties thereto.
- Q. OBLIGATION OF SUCCESSFUL CONTRACTOR:** By submitting a Bid, the successful contractor covenants and agrees, based upon its own investigation of the conditions to be met, that it fully understands its obligation and that it will not make any claim under, or have any right to cancellation or relief from, the contract because of any misunderstanding or lack of information.
- R. FORMAT OF SERVICES; SATISFACTION OF MSCBE:** The Bidder agrees that, if it becomes the successful contractor, the Bidder will fully provide to MSCBE, to the best of its capabilities, the Services in substantially the format, quality and scope required by, or indicated in, this IFB, 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 MSCBE.
- S. DELIVERY:** By submitting a Bid, the Bidder agrees that, if it becomes the successful contractor, the Bidder will deliver to MSCBE all items required to be delivered by this IFB and the Agreement in a form, which is complete and ready for use.
- T. 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. MSCBE 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 MSCBE IS AVAILABLE AND WILL BE FURNISHED TO THE SUCCESSFUL CONTRACTOR UPON REQUEST.**
- U. 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 MSCBE in addressing any problem whatsoever relating to the Services or the Agreement.

#### **4.0 STABILITY OF FIRM**

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

## 5.0 FEDERAL GRANT FUNDS

- A. The Respondent understands and agrees that it is possible federal grant funds may be used in connection with certain delivery orders issued pursuant to and under the contract agreement. Accordingly, prior to commencing and all work under any and all delivery orders pursuant to and under the contract agreement, the respondent shall ascertain and verify if federal grant funds are to be used by MSCS. If MSCS will use any federal funds in connection with a delivery order, it is the obligation of the respondent and the respondent understands and agrees that the respondent shall adhere to and comply with all applicable federal laws, regulations circulars, executive orders, procedures and guidelines, as and if applicable, amended from time to time.

## 6.0 QUALIFICATION SUBMISSION

- A. **BIDDER ADDRESS:** Each bid must show the full business address, telephone number, email and fax number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary.
- B. **PARTNERSHIPS:** Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- C. **CORPORATIONS:** Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of authorization to do so.
- D. **BID PREPARATION FEES:** The MSCBE will not be responsible for any costs incurred by a Bidder in preparing and submitting a Bid in response to a bid.
- E. **BID EVALUATION:** While these specifications are intended to describe the principal features of the items bid, Bidders are notified that the proposed items will be evaluated for compliance with detailed specifications. The bid specifications shall vary with each individual bid issued, and the award shall be made in accordance with the General Terms and Conditions, which identify an individual line item, group bid or an aggregate basis. Bids shall be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. Evaluation may also be made for other factors such as serviceability, functional suitability, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. The MSCBE will consider the Bidder's record and performance of any prior contracts with the MSCBE, federal departments or agencies, or with other public bodies.
- F. **TIE BIDS:** In the event of tie bids, where all other factors such as past performance on purchases/contracts or Bidder's service or delivery record are considered comparable, the selection of the successful Vendor shall be made by the Procurement Director via a coin toss.
- G. **BID AWARD:** Bids will be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. The award may be subject to final review and approval by the MSCBE. Upon acceptance and approval of the bid(s) by the

MSCBE, the MSCBE may grant its approval subject to such conditions as it may deem appropriate. In such cases, a Notice of Award will not be issued until the award has been approved by the MSCBE.

## **7.0 COMMENCEMENT OF SERVICES**

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

## **8.0 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.

## **9.0 ANNULMENTS AND RESERVATIONS**

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

## **10.0 TERMINATION OF CONTRACT**

- A. TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The MSCBE may terminate this contact, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice



to the Vendor. The MSCBE shall pay for all of the purchases, if any, incurred up to the date of the termination notice.

- B. TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the MSCBE. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- C. TERMINATION FOR CONVENIENCE:** The MSCBE 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.

## **11.0 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.

## **12.0 CONTRACT TERMS AND CONDITIONS**

- A. INCORRECT INVOICES:** Invoices will be returned for correction unless they contain the following information: Item Numbers, Description of Item, Quantity, Unit Price extensions, and total. Each invoice shall reflect the MSCBE 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 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 after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the MSCBE, then the MSCBE shall have no obligation to pay for the stale invoices.
- D. CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the MSCBE. Vendor and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and The MSCBE for the mutual disclosure of such records by and among the Vendor, The MSCBE and the MSCBE's employees, agents, volunteers and contractors.
- E. INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the MSCBE of Education and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorneys' fees, litigation expenses and court costs, connected therewith, brought against the MSCBE, the MSCBE 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.

## 13.0 INSURANCE:

### C.1.1 Contractor Provided Coverages

All insurance obtained by the Contractor pursuant to this Agreement shall be written by insurance companies licensed to do business in Tennessee and acceptable to MSCBE. In no event shall the companies have an A. M. Best rating of less than A-, financial size VIII.

Prior to the commencement of any operations by or on behalf of the Contractor relating to the Project, and with respect to any and all such operations, the Contractor shall procure, maintain and provide to MSCBE and the:

- 1) Evidence of Contractor's **Commercial Automobile Liability Insurance**. A certificate of insurance and copy of endorsement shall be provided as evidence of:
  - a) Coverage for MSCBE, their officers, directors and employees as additional insureds.
  - b) Coverage to apply to all liability arising out of the ownership or use of all vehicles owned by, hired by, borrowed by, or used on behalf of the Contractor.
  - c) Waiver of Subrogation to be provided in favor of SCBE, the Design Professional and their officers, directors, and employees.
  - d) If hazardous materials or waste are to be transported, the policy will be endorsed with the MCS-90 endorsement in accordance with the applicable legal requirements.

This insurance shall be for an amount not less than \$1,000,000 combined single limit each accident

- 2) Evidence of Contractor's **Workers' Compensation and Employer's Liability Insurance**. A certificate of insurance or, at MSCBE's request, a certified policy copy shall be provided as evidence of:
  - a) Coverage for claims for damages arising out of bodily injury, occupational sickness or disease or death of Contractor's employees under any applicable workers' compensation statute or any other applicable employers' liability law. Certificate of insurance or policy must clearly identify that coverage applies in the state of Tennessee.
  - b) A waiver of subrogation by the insurer against MSCBE the Design Professional and their officers, directors and employees.
  - c) This insurance shall include employers' liability limits of not less than \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury by disease in the aggregate.
- 3) Evidence of Contractor's **Commercial General Liability Insurance**. Certificate of insurance and copies of endorsements to Contractor's primary commercial general liability policy and shall be provided as evidence of:
  - a) Coverage for MSCBE and the Design Professional, their officers, directors and employees as additional insureds as respects claims or liabilities arising from or connected with Contractor's work, operations and completed operations. The additional insured endorsements shall be at least as broad as the current editions

of CG 2010 (1001) during the course of construction and CG2037 (1001) until the expiration of the statute of repose, or its insurance carrier equivalent.

- b) Coverage shall be primary and non-contributing with any coverage MSCBE maintains in its own name and on its own behalf.
- c) Coverage shall be written on an occurrence coverage form, with coverage at least as broad as that provided under the current edition of the ISO Commercial General Liability coverage form, CG 0001. Other than standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and professional liability, there shall be no limitations or exclusions beyond those contained in the standard policy forms. In addition to procuring and maintaining this insurance during the duration of the contract, contractor agrees to continue to procure and maintain products and completed operations liability insurance coverage for a minimum of six (6) year(s) after the date the contract is completed or terminated or in accordance with the applicable statute of limitations under state law, whichever is longer.
- d) Waivers of subrogation by insurers against MSCBE, Design Professional and their officers, directors and employees.
- e) Contractual Liability Insurance applicable to the indemnification agreement contained in Section 21.01 of this Agreement.
- f) The required amounts of primary Commercial General Liability Coverage in the amount of:
  - \$1,000,000 Bodily Injury and Property Damage Limit for each occurrence
  - \$1,000,000 Personal & Advertising Injury
  - \$2,000,000 General Aggregate (Annual)
  - \$2,000,000 Products/Completed Operations Aggregate (annual)

The general aggregate limit shall apply separately to each project.

- 4) Evidence of Contractor's **Excess or Umbrella Liability Insurance**. Certificate of insurance and copies of endorsements to Contractor's Excess or Umbrella liability policy and shall be provided as evidence of this excess liability or umbrella insurance with an annual an aggregate amount of not less than \$5,000,000 for the Contractor and \$1,000,000 limits required of subcontractors unless otherwise stated in the Contract Documents and shall be excess and follow form over primary coverages included herein. Such coverage will be excess and follow form of the Commercial Auto Liability, Employers Liability and the Commercial General Liability policies and "drop down" for defense and indemnity in the event of exhaustion of the underlying insurance.

5) Evidence of **Professional Liability Insurance**

Professional Liability insurance if Contractor (or applicable Subcontractors) will perform professional services in connection with the Work, including but not limited to engineering, architectural, medical, testing, environmental assessment or remediation, or design-build services, with a minimum limit of One Million Dollars (\$1,000,000) per Wrongful Act, Error, or Omission, and a minimum Two Million Dollars (\$2,000,000) per Claim and Annual Aggregate Limit.

6) Evidence of **Contractors Pollution Liability Insurance**:

Each Occurrence Limit and in the Aggregate: \$2,000,000

Coverage applies to third-party bodily injury and property damage claims (including natural resource damage), and clean-up costs, caused by pollution conditions which result from covered operations performed by, or on behalf of, contractors and subcontractors of all tiers at the Project Site. Coverage shall apply to claims for mold and fungus damage that result from the work as well as gradual and sudden and accidental pollution incidents arising from activities of the contractors working at the project site. Coverage must be evidenced for on-site and off-site transportation which may result in a pollution incident/event and non-owned disposal site coverage (if applicable to the project). The policy shall be endorsed to provide a Waiver of Subrogation in favor of MSCBE, Design Professional. In addition, MSCBE their officers, directors and employees shall be included as Additional Insureds.

7) Evidence of **Contractor's Equipment Insurance:**

The Contractor is responsible for their tools and equipment including, but not limited to, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed. Contractor acknowledges and agrees that SCBE will not be responsible for any loss or damage to their tools and equipment. If insured, the Contractor's insurance policies covering tools and equipment will include a waiver of subrogation and any other rights of recovery in favor of MSCBE. If uninsured, the Contractor will hold harmless SCBE, and Design Professional for loss or damage to their tools and equipment.

8) Evidence of **Aircraft/Aviation Liability Insurance:**

Should any of the Contractors' work include using any owned, leased, chartered, or hired aircraft of any type, whether manned or unmanned, for the project, minimum limits minimum limits in the amount of:

Each Occurrence Limit and in the Aggregate (including passenger liability): \$5,000,000

The operator must maintain liability insurance covering bodily injury and property damage on a Combined Single Limit basis. If non-employee passengers are carried, there cannot be a per-passenger sublimit.

Prior to commencing operations, the operator must provide SCBE with a certificate of insurance naming SCBE, their officers, directors and employees as additional insureds on a primary and non-contributory basis. Operator and their insurer(s) must hold SCBE harmless and waive subrogation with respect to damage to the aircraft

If aircraft is to be used to perform lifts at the Project Site, a "slung cargo" endorsement must be included to cover the full replacement value of any equipment being lifted.

**C.1.2. Contractor's Insurance Primary.**

Any coverage applicable to MSCBE under Contractor's insurance policies shall be primary and non-contributing with any insurance maintained by MSCBE in its own name and on its own behalf. Copies of endorsements to Contractor's policies shall be provided to MSCBE.

**C.1.3. Cancellation.**

All such insurance shall be in form and substance satisfactory to MSCBE and shall provide that not less than thirty (30) days' notice of cancellation or non-renewal, other than non-payment of premium which shall be ten (10) days' notice, be provided to MSCBE and all Additional Insureds and certificate holders. If unavailable, Contractor must provide MSCBE with thirty (30) days' advance written notice of cancellation, other than non-payment of premium, which shall be ten (10) days' notice. Contractor must notify MSCBE of any material change or reduction in coverage to the Contractor's insurance policies.

**C.1.4. Certificates of Insurance - Contractor Provided Insurance**

**Coverage Requirements**

As shown in Section C.1

**Additional Insured Wording for Contractors shall read:**

Shelby County Board of Education, Design Professional and their officers, commissioners, agents and employees as now or hereafter exist as respect to the services / work to be performed under this Agreement, for coverages as required by contract.

**Additional Insured Wording for Subcontractors shall read:**

The Shelby County Board of Education, Design Professional and their officers, commissioners, representatives, agents and employees ATIMA and Awarding Contractor are additional insureds as respect to the services / work to be performed under this Agreement for coverages as required by contract.

**Filing of Certificates**

Certificates of insurance acceptable to MSCBE shall be filed with MSCBE prior to commencement of the Work. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment.

**C.1.5. Subcontractors Flow-Down Clause.**

All Subcontractors are subject to the same insurance requirements as Contractor with the exception that Subcontractor Excess or Umbrella limits may be lower per paragraph C.1.1 4) should MSCBE so choose. Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain such insurance and upon request, must promptly furnish SCBE with copies of certificates of insurance evidencing coverage for each Subcontractor.

**C.1.6. The Right of SCBE to Maintain Insurance.**

In the event the Contractor fails to furnish and maintain the required insurance or to furnish certificates of insurance, MSCBE shall have the right, at its option, to terminate this Agreement or to take out and maintain such insurance and hold the Contractor liable for the cost. Compliance by the Contractor with the requirements of this Article shall in no way relieve the Contractor from liability under any provision of this Agreement or the Contract Documents.

**C.2. SCBE Provided Insurance.**

Contractors and sub-contractors shall be responsible for purchasing builder's risk insurance coverage at all tiers under this project.

**C.3. Other Insurance**

Any type of insurance or any increase of limits of liability not described in this section which the Contractor or any Subcontractor requires for their own protection or on account of any statute will be their own responsibility and their own expense. Any type of insurance or any increases of limits of liability not described herein that the Contractor or any Subcontractor requires for its own protection or on account of statute shall be its own responsibility and its own expense. If the Contractor or the Subcontractors maintain any insurance policies covering owned, leased or borrowed, equipment, such policies shall contain a waiver of subrogation against MSCBE. Each item must be shown as a line item and approved by MSCBE.

**C.4. Deductibles**

The Contractor shall be responsible for the payment of the deductible amounts for any insurance in force pursuant to this Agreement whether such insurance is furnished by MSCBE or the Contractor.

### **C.5. Insurance for Project Property While outside the United States and Canada.**

If any project property is in transit or is located outside the continental United States or Canada for any reason, Contractor shall arrange to insure such property for its full replacement value separate from the other insurance described herein.

### **C.7. No Representation of Coverage Adequacy.**

In specifying minimum Contractor insurance requirements, MSCBE does not represent that such insurance is adequate to protect Contractor for loss, damage or liability arising from its work.

Contractor is solely responsible to inform itself of the types or amounts of insurance it may need beyond these requirements to protect itself. The insurance requirements set forth in minimum amounts shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude MSCBE from taking such other actions as is available to it under any other provision of the contract.

### **C.8. Contractor Responsibilities**

The Contractor will cooperate with and will require all eligible Subcontractors to cooperate with MSCBE. The Contractor and eligible Subcontractor's responsibilities will include, but not be limited to:

- 1) Compliance with any applicable Construction Safety Program.
- 2) Provision of necessary contract, operations and insurance information, including verification of current Worker's Compensation Experience Modifier.
- 3) Contractor shall provide its current Worker's Compensation Experience Modifier and evidence that it can comply with this contract's insurance requirement at time of bid.

### **C.9. Approval of Forms and Companies**

All insurance described in this Section will be written by an insurance company or companies satisfactory to MSCBE and licensed to do business in Tennessee and will be in a form and content satisfactory to MSCBE. No party subject to the provisions of this contract will violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein.

### **C.10. Coverage to be provided by Contractor during Warranty Period**

During the period following the final acceptance date and prior to expiration of the warranty period hereunder, Contractor will maintain in full force and effect all insurance as specified in paragraph C.1 covering all Work performed during such period.

### **C.11. Waiver of Subrogation and Waiver of Rights of Recovery**

Contractor waives all rights of subrogation and recovery against MSCBE and Design Professional. The Contractor and each Subcontractor will require all Subcontractors to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work.

### **C.12. No Release**

The provision of any insurance by MSCBE will in no way be interpreted as relieving the Contractor or any Subcontractor of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

**14.0 NON-ASSIGNABILITY**

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

**15.0 GENERAL RECORDS CLAUSE**

- A. The Vendor shall agree that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by The MSCBE and made available by the Bidder to the MSCBE 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.

**16.0 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.

**17.0 PROTECTION OF PROPERTY**

- A. Bidder will use reasonable care to avoid damaging existing buildings, equipment, and property at The MSCBE sites and all material furnished by the MSCBE. If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the MSCBE 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.

**18.0 PUBLIC STATEMENTS**

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

**19.0 BID FORM**

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

## **20.0 SENSITIVE INFORMATION**

- A.** The bidder shall not publish or otherwise disclose, except to the MSCBE 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 MSCBE 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.

## **21.0 NON-HIRING OF EMPLOYEES**

- A.** No employee of the MSCBE shall be employed or encouraged to become employed by the bidder.

## **22.0 RELATIONSHIP TO THE MSCBE**

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

## **23.0 AVAILABILITY OF FUNDS**

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

## **24.0 INFRINGEMENT OF PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OTHER INTEREST**

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

## **25.0 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.



**26.0 LEGAL COMPLIANCE**

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

**APPENDIX B - NON-COLLUSION CERTIFICATE**

(TO BE SUBMITTED WITH BID)

**IFB# 04142022MT**

**PROJECT TITLE: NEW FUEL DISPENSING STATION - FARMVILLE WAREHOUSE - REBID**

**PROJECT LOCATION/SCHOOL: 1364 FARMVILLE ROAD; MEMPHIS, TN 38112**

I HEREBY CERTIFY that I am the \_\_\_\_\_ and the duly authorized

Representative of \_\_\_\_\_

Whose address is \_\_\_\_\_ and

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

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

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

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
PRINTED OR TYPED NAME)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

**APPENDIX C - DEBARMENT AFFIDAVIT**  
(TO BE SUBMITTED WITH BID)  
**IFB # 04142022MT**

**PROJECT TITLE: NEW FUEL DISPENSING STATION - FARMVILLE WAREHOUSE - REBID**

**PROJECT LOCATION/SCHOOL: 1364 FARMVILLE ROAD; MEMPHIS, TN 38112**

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

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

\_\_\_\_\_  
\_\_\_\_\_

I further affirm that:

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

\_\_\_\_\_  
\_\_\_\_\_

Signature of:

x \_\_\_\_\_  
Bidder, if the bidder is an individual

x \_\_\_\_\_  
Officer, if the bidder is a corporation

x \_\_\_\_\_  
Partner, if the bidder is a partnership

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

**APPENDIX D - ANTI-BRIBERY AFFIDAVIT**  
(TO BE SUBMITTED WITH BID)  
**IFB# 04142022MT**

**PROJECT TITLE: NEW FUEL DISPENSING STATION - FARMVILLE WAREHOUSE**

**PROJECT LOCATION/SCHOOL: 1364 FARMVILLE ROAD; MEMPHIS, TN 38112**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of:

x \_\_\_\_\_  
Bidder, if the bidder is an individual

x \_\_\_\_\_  
Officer, if the bidder is a corporation

x \_\_\_\_\_  
Partner, if the bidder is a partnership

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

**APPENDIX E – PRICING CONFIRMATION**

(TO BE SUBMITTED WITH BID)

**IFB# 04142022MT**

**PROJECT TITLE: NEW FUEL DISPENSING STATION - FARMVILLE WAREHOUSE**

**PROJECT LOCATION/SCHOOL: 1364 FARMVILLE ROAD; MEMPHIS, TN 38112**

CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TO: BOARD OF EDUCATION OF SHELBY COUNTY

We propose to provide **NEW FUEL DISPENSING STATION - FARMVILLE WAREHOUSE** to the Board of Education of Shelby County in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions of **IFB #Error! Reference source not found.**

**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 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 for **NEW FUEL DISPENSING STATION - FARMVILLE WAREHOUSE** Board of Education of Shelby County in accordance with the attached specifications, and other related contract documentation.

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

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Email Address \_\_\_\_\_

**APPENDIX F - ADDENDA ACKNOWLEDGEMENT**

(TO BE SUBMITTED WITH BID)

**IFB # 04142022MT**

**PROJECT TITLE: NEW FUEL DISPENSING STATION - FARMVILLE WAREHOUSE - REBID**

**PROJECT LOCATION/SCHOOL: 1364 FARMVILLE ROAD; MEMPHIS, TN 38112 Farmville Warehouse -  
1364 Farmville Road; Memphis, Tn 38112**

CONTRACTOR NAME: \_\_\_\_\_

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

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

Addendum #1- Date Received \_\_\_\_\_

Addendum #2 - Date Received \_\_\_\_\_

Addendum #3 - Date Received \_\_\_\_\_

Addendum #4 - Date Received \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Contact Phone Number

**APPENDIX G – PROMISE OF NON-DISCRIMINATION STATEMENT**

(TO BE SUBMITTED WITH BID)

IFB# Error! Reference source not found.

**PROJECT TITLE: NEW FUEL DISPENSING STATION - FARMVILLE WAREHOUSE - REBID**

**PROJECT LOCATION/SCHOOL: 1364 FARMVILLE ROAD; MEMPHIS, TN 38112**

CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

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

**CONTRACTOR’S AUTHORIZED REPRESENTATIVE**

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

2011

Issued Date: 01/29/13

Revised: 08/31/21

## **LOCAL PREFERENCE PURCHASING**

### **I. PURPOSE**

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

### **II. SCOPE**

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

### **III. DEFINITION**

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

### **IV. POLICY STATEMENT**

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



In the bidding of, or letting for procurement of supplies, materials, equipment and services, with a total price greater than \$25,000, if the lowest responsive bidder is a regional or nonlocal business, then all bids received from Local Businesses are decreased by five (5) percent. The original bid is not changed; the five (5) percent is calculated only for the purpose of determining the Local Preference. The Local Preference cost differential is not to exceed one hundred thousand dollars (\$100,000.00).

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

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

### **Exceptions**

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

### **Restrictions**

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

## **V. RESPONSIBILITY**

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



## APPENDIX I - MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES UTILIZATION

### **THIS PROJECT IS SUBJECT TO MSCBE Policy 2010: MINORITY, WOMEN-OWNED AND SMALL BUSINESS ENTERPRISE PARTICIPATION.**

The Bidder shall take affirmative action to ensure that minority-owned and women-owned businesses, which have been certified by the City of Memphis, Memphis and Shelby County Airport Authority, Mid-South Minority Business Council Continuum – Uniform Certification Agency (UCA), Shelby County Government or TriState Minority Supplier Development Council (TSMSSDC) and approved by MSCBE are utilized when possible as sources of supplies, equipment, construction and services for Memphis - Shelby County Schools.

#### **MWBE PROJECT SPECIFIC GOAL**

**The contractor or supplier who provides materials, supplies, equipment, professional/ non-professional service and construction for this project shall attempt to achieve the MWBE participation goal for this project.**

In achieving this established project goal, the **MWBE participation goal of 12% for NEW FUEL DISPENSING STATION – FARMVILLE WAREHOUSE- REBID** is defined as the total dollar value of the subcontracts awarded to certified minority business enterprises (MBE), or certified woman-owned business enterprises (WBE), divided by the total dollar value bid amount. One or more MWBE may be utilized to meet the established goal. The type of work to be performed by the MWBE participant(s) and must be a commercially useful function of the project.

The bidder certifies that the amount of the contract will be performed by certified minority or woman-owned business enterprises. A copy of the non-expired certification will be submitted with bid materials. Eligible MWBEs must be certified by the bid opening date. Bidders are required to complete and submit all of the MWBE Participation Documents including **GOOD FAITH EFFORTS FORM** when MWBE participation goals are not satisfied in the bid response.

#### **ELIGIBLE MWBE FIRMS**

**IT IS THE RESPONSIBILITY OF THE BIDDER AND THE BIDDER MUST VERIFY WITH MEMPHIS - SHELBY COUNTY SCHOOLS (CONTACT INFO BELOW) THAT ANY MWBE FIRM(S) UTILIZED TO MEET THE PARTICIPATION GOAL ARE CERTIFIED AS A MWBE FIRM WITHIN SHELBY COUNTY.** A listing of current MWBE certified firms can be found on Memphis - Shelby County Schools-Department of Minority & Women-Owned Business Enterprises webpage <http://www.scsk12.org/mwbe/>. To find the best results from the **Certified Vendor Directory**, it is recommended to download the entire directory including commodity codes. One or a combination of several MWBEs may be utilized to meet the established project goal.

#### **GOOD FAITH EFFORTS**

If the established project goal in Architecture & Engineering, Construction, Goods, Nonprofessional Services and/or Professional Services participation by MWBE businesses is not achieved, responsive bidder shall provide the required documentation of good faith efforts and the MWBE firms that will be used on the project (*see attached Good Faith Effort form*).

#### **MINORITY BUSINESS ENTERPRISE (MBE)**

A business enterprise which is at least 51% owned operated and independently controlled by a person or persons who are minority group members. For these purposes, minority group members are: African Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, who are United States citizens. The business must be certified by an accredited certification agency in order to be counted for purposes of achieving the MWBE participation goals.



## APPENDIX I - MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES UTILIZATION

### WOMEN BUSINESS ENTERPRISE (WBE)

A business, which is at least 51% owned, operated and controlled by a female or group of females and who is/are United States citizens. The business must be certified by an accredited certification agency in order to be counted for purposes of achieving the MWBE participation goals.

### JOINT VENTURE (JV)

When a certified MWBE performs as a participant in a joint venture, MSCS will count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified MWBE performs with its own forces toward fulfilling the contract goal, and not more than the percentage of the contract performed by the joint venture.

MEMPHIS - SHELBY COUNTY SCHOOLS SUPPLIER DIVERSITY PROGRAM DOCUMENTATION OVERVIEW		
Form	Submission Requirements	Required Form
<p><b>M/WBE Subcontractor Project Plan and Subcontractor Supplier Utilization Plan</b></p> <p>List total percentage and dollar amount of such participation by M/WBE subcontractors and suppliers the Vendor will use on the project</p>	Due with bid/proposal	<b>Form A</b>
<p><b>Letter of Intent to Perform as a Subcontractor or Subconsultant</b></p> <p>Identifies M/WBE participation that will be used on the project</p> <p><b>Form B</b> is signed by the M/WBE</p>	Due with bid/proposal, IF the bidder has identified M/WBE participation that will be used on the project	<b>Form B</b>
<p><b>Listing of Good Faith Efforts (GFE)</b></p> <p>Indicate the actions you undertook to recruit and solicit minority vendors, subcontractors, vendors, or suppliers for this project and/or other aspects of the company's business</p> <p>Submit evidence of the Bidder's intent to comply with MBE, WBE or SBE Program goals and procedures including documentation for #1 - #15 of the GFE Affidavit</p>	Due with bid/proposal, IF the bidder fails to achieve the MWBE established project goal	<b>Affidavit</b>
<p><b>MWBE GOOD FAITH EFFORT DOCUMENTATION LIST ALL CERTIFIED MWBE FIRMS NOTIFIED</b></p> <p>Submit FORM C with Good Faith Effort Affidavit along with other supporting documents</p>	Due with bid/proposal, IF the bidder fails to achieve the M/WBE established project goal	<b>Form C</b>

**Request for verification must be submitted to the Memphis - Shelby County Schools- Department of Minority & Women-Owned Business Enterprises listed below:**

Joyce Douglas, MWBE Manager  
 Memphis - Shelby County Schools-Department of Minority & Women-Owned Business Enterprises  
 160 S. Hollywood Street, Suite 318  
 Memphis, TN 38112  
 Phone: (901) 416-4737  
 Email: [douglasja@scsk12.org](mailto:douglasja@scsk12.org)

**(SUBMIT AFFIDAVIT WITH BID)**

**MWBE GOOD FAITH EFFORT DOCUMENTATION**

Note: Completion of this form is **not** required if established goals are met or exceeded

Contractor Firm: \_\_\_\_\_

Project Title: \_\_\_\_\_ Project Number: \_\_\_\_\_

This document is to be completed if the bidder fails to achieve the Minority and Women-Owned Business Enterprise (M/WBE) established goals for the project. The bidder must, at the time of response, submit a Good Faith Efforts statement accompanied by the appropriate documentation justifying its submitted M/WBE percentage.

Criteria listed below are excerpted from the Memphis - Shelby County Schools M/WBE Program Administrative Procedures Manual. A response is required to address each cited paragraph. Failure to provide documentation (evidence) as outlined in the criteria listed below may deem a bid or proposal non-responsive and not further considered for review.

Additional pages may be added as necessary.

1. Attendance at pre-bid meeting, if held:  Yes,  No,  Not Held.
2. Followed up with M/WBEs that attended and the pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities and contacted M/WBEs listed in the MSCS online directory.
3. Notification of Subcontracting Opportunities: Bidder must provide to MSCS copies of solicitations for quotes sent to MSCS – M/WBE listed firms in the online directory. Please attach list of all firms notified, detail when and how they were notified (*form attached*).
4. M/WBE Contact: A detailed statement of the efforts made by the contractor up to 10 days before the bid opening to solicit MWBEs through written notices that describe the categories of work for which bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
5. Made Project Documents Available: Made the pertinent construction plans, specifications, and requirements available for review by prospective M/WBEs at the time of MWBE contact but no less than 10 days before the bid due date.
6. Identified and designated portions of the work to be performed by M/WBEs to increase the likelihood of meeting the Contract Goals (including where appropriate breaking down the contract into reasonably sized subcontracts to ensure participation).
7. Engaged with M/WBE Support Organizations: Worked with MWBE Support Organizations within the 12-month period before bid opening provided training or facilitated workshops sponsored by the MWBE Support Organization.
8. Bonding or Insurance Assistance: Aided in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors or sub-consultants.
9. Negotiate in Good Faith: Negotiated in good faith with interested M/WBEs and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. Provide the names of the M/WBE businesses and email addresses.

**(SUBMIT AFFIDAVIT WITH BID)**

**MWBE GOOD FAITH EFFORT DOCUMENTATION**

Note: Completion of this form is **not** required if established goals are met or exceeded

- 10. Financial Assistance: Aided an otherwise qualified M/WBE in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBEs in obtaining the same unit pricing with the bidder's suppliers in order to help the M/WBEs in establishing credit.
- 11. Joint Ventures: Negotiated joint venture and partnership arrangements with M/WBEs in order to increase opportunities for M/WBE participation when possible.
- 12. Quick Pay Agreements: Provided quick pay agreements and policies to enable M/WBE to meet cash-flow.
- 13. M/WBE Participation on Non-MSCS Contracts: The Bidders must submit documentation that during the eighteen (18) month period before bid opening, the bidder paid M/WBEs on non-School Board contracts. Bidders must list, document and submit for each non-School Board contract the MWBE subcontractors: (a) the name of the project and parties to the contract; (b) the name of the MWBEs the bidder paid on the project; (c) the amount the bidder paid each MWBE during such period. The MWBE firm must be certified and registered at the time of the MSCS bid or proposal receipt.
- 14. Bidder notified MSCS MWBE Office at [mwbe@scsk12.org](mailto:mwbe@scsk12.org) concerning difficulties with the established project MWBE goal (**must attach copy of notification**).  Yes or  No
- 15. Other good faith efforts:

---



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Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

State of Tennessee

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_

030821

**MWBE GOOD FAITH EFFORT DOCUMENTATION – ALL CERTIFIED MWBE FIRMS NOTIFIED – FORM C**

**Note:** Completion of this form is not required if established project goals are met or exceeded.

List all certified MWBE firms notified. Indicate in detail when and how they were notified as well as the results of your efforts. Submit additional sheets, if necessary.

**Bidder's Name / Company Name:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

The following certified MBE and/or WBE firms were invited to submit a proposal.

<b>MWBE Type of Goal</b>	<b>Certified Firm Name Address, Phone No. and Email</b>	<b>Certified Firm Contact Person</b>	<b>Methods of Contact</b>	<b>Prime Contact Date</b>	<b>Certified Firm Response</b>	<b>Results of Contact</b> <i>(Indicate why suitable or not suitable for work)</i>
<input type="checkbox"/> MBE <input type="checkbox"/> WBE			Phone# Email Fax#	_____ _____		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE			Phone# Email Fax#	_____ _____		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE			Phone# Email Fax#	_____ _____		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE			Phone# Email Fax#	_____ _____		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE			Phone# Email Fax#	_____ _____		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE			Phone# Email Fax#	_____ _____		

**Print Name:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**MEMPHIS - SHELBY COUNTY SCHOOLS**  
**FORM B - LETTER OF INTENT TO**  
**PERFORM AS A SUBCONTRACTOR OR SUBCONSULTANT**  
*(PROVIDE MATERIALS, SUPPLIES, OR/ & SERVICES)*

Project Name: \_\_\_\_\_ Project/Bid # \_\_\_\_\_

Name of Prime Bidder/Proposer: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Certified MBE or WBE Vendor: \_\_\_\_\_

The undersigned intends to perform work in connection with the above project as:

Minority Business Enterprise  Woman Business Enterprise

The MWBE status of the undersigned is certified by the City of Memphis, Memphis and Shelby County Airport Authority, Mid-South Minority Business Council Continuum – Uniform Certification Agency (UCA), Shelby County Government or TriState Minority Supplier Development Council (TSMSSDC) and approved by Memphis - Shelby County Schools.

Our firm is certified by \_\_\_\_\_

Certification number is \_\_\_\_\_ Expiration date \_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials/supplies in connection with the above project (*specify in detail particular work items, materials or services to be performed or provided*):

Description of work to be performed by certified MBE or WBE vendor:

\_\_\_\_\_  
\_\_\_\_\_

Subcontracting at any tier must be reported and is subject to all MWBE compliance requirements. This form shall be used for MWBE subcontracting at any level.

\_\_\_\_\_  
Date Name of Certified MWBE Company

\_\_\_\_\_  
Title of Authorized Officer Phone Number Email Address

\_\_\_\_\_  
(Signature)



## REMINDER

# SHELBY COUNTY SCHOOLS SUPPLIER DIVERSITY PROGRAM DOCUMENTATION OVERVIEW

MEMPHIS - SHELBY COUNTY SCHOOLS SUPPLIER DIVERSITY PROGRAM DOCUMENTATION OVERVIEW		
Form	Submission Requirements	Required Form
<p style="text-align: center;"><b>M/WBE Subcontractor Project Plan and Subcontractor Supplier Utilization Plan</b></p> <p>List percentage and total dollar amount of such participation by M/WBE subcontractors and suppliers the Vendor will use on the project</p>	<p>Due with bid/proposal</p>	<p><b>Form A</b></p>
<p style="text-align: center;"><b>Letter of Intent to Perform as a Subcontractor or Subconsultant</b></p> <p>Identifies M/WBE participation that will be used on the project</p> <p style="text-align: center;"><b>Form B</b> is signed by the M/WBE</p>	<p>Due with bid/proposal, IF the bidder has identified M/WBE participation that will be used on the project</p> <p style="text-align: center;">Must match firms listed on <b>Form A</b></p>	<p><b>Form B</b></p>
<p style="text-align: center;"><b>Listing of Good Faith Efforts (GFE)</b></p> <p>Indicate the actions you undertook to recruit and solicit minority vendors, subcontractors, vendors or suppliers for this project and/or other aspects of the company's business</p> <p>Submit evidence of the Bidder's intent to comply with MBE, WBE or SBE Program goals and procedures including documentation for #1 - #15 of the GFE Affidavit</p>	<p>Due with bid/proposal, IF the bidder fails to achieve the MWBE established project goal</p>	<p><b>Affidavit</b></p>
<p style="text-align: center;"><b>MWBE GOOD FAITH EFFORT DOCUMENTATION LIST ALL CERTIFIED MWBE FIRMS NOTIFIED</b></p> <p>Submit FORM C with Good Faith Effort Affidavit along with other supporting documents (evidence)</p>	<p>Due with bid/proposal, IF the bidder fails to achieve the M/WBE established project goal</p>	<p><b>Form C</b></p>



**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) SUBCONTRACTOR  
PROJECT PLAN & SUBCONTRACTOR/SUPPLIER UTILIZATION**

I, \_\_\_\_\_, do hereby certify that on this project,  
(Name of Bidder/Contractor)

we will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with the following MWBE as subcontractors, vendors and/or suppliers.

**Project Title:** \_\_\_\_\_ **Bid/RFP#:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**The following sections must be completed by bidder.** A listing of current MWBE certified firms can be found on Memphis - Shelby County Schools-Department of Minority & Women-Owned Business Enterprises webpage <http://www.scsk12.org/mwbe/>. To find the best results from the **Certified Vendor Directory**, it is recommended to download the entire directory including commodity codes. One or a combination of several MWBEs may be utilized to meet the established project goal. List all MWBE subcontractors/suppliers, including lower tiers, to be used on this project. In accordance with Shelby County Board of Education Policy 2010, the undersigned will enter into a formal agreement for work on this project. Submit additional sheets if necessary.

Name of Certified Sub-contractor/ Supplier	Address and Phone Number	MSCS Vendor #	Type of Work to be Performed	Ownership of Business (see code below)	Dollar (\$) Value of Work & Scope of Work	Percentage of Total Bid Amount

**Total MBE%** \_\_\_\_\_

**Total WBE%** \_\_\_\_\_

Code: **MBE** – Certified Minority Business Enterprise  
**WBE** – Certified Woman-Owned Business Enterprise

**MWBE Prime Contractor:** Submission as a Prime MSCS Certified MBE or WBE will count toward the MWBE goal.

**THIS FORM MUST BE SUBMITTED WITH THE BID OR THE BID WILL BE CONSIDERED NON-CONFORMING.**

**APPENDIX J - BID PROPOSAL FORM**

(TO BE SUBMITTED WITH BID)

**IFB# 04142022MT**

**PROJECT TITLE: NEW FUEL DISPENSING STATION – FARMVILLE WAREHOUSE**

**PROJECT LOCATION: 1364 FARMVILLE ROAD; MEMPHIS, TN 38112**

Prime Contractor Name: \_\_\_\_\_

Prime Contractor's Address: \_\_\_\_\_

TO: Shelby County Board of Education, Memphis, Tennessee, 38112

**The Prime Contractor hereby acknowledges, attests, certifies, warrants, and assures that:**

- (1) Contractor has received, read and understands the Bidding Documents and this bid is made in accordance therewith.
- (2) Contractor has visited the site and become familiar with the local conditions under which the work is to be performed; and has correlated all observations with the requirements of the Bidding Documents.
- (3) Documents identified as "Information Available to Bidders" are prepared solely for the Designer's use in design of this Work and have not been relied upon in the preparation of this bid. The use and interpretation of such information for any purpose is entirely the responsibility of the using party.
- (4) Contractors and subcontractors that have been disqualified from participating in State Building Commission projects have not been included in this bid and will not be allowed to perform work under the contract that may result.
- (5) Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor or consultant who will utilize the services of an illegal immigrant in the performance of this Contract.
- (6) Failure to complete this Bid Form, provide required attachments, or comply otherwise with Instructions to Bidders, may be cause for rejection of bid.
- (7) The person who signs this bid on behalf of the Contractor is legally empowered to bind the Contractor to a Contract.
- (8) Iran Divestment Act. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief the Contractor is not on the list created pursuant to Tenn. Code Ann. § 12-12-106. The Contractor further certifies that it shall not utilize any subcontractor that is on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- (9) This Contractor's status, as required by the State Building Commission Policy and Procedures, is:  
(True or False) \_\_\_\_\_ The Contractor and/or any of the Contractor's employees, agents, independent contractors and/or proposed subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any contract crime involving a public contract.  
(Yes or No) \_\_\_\_\_ The Contractor is a Women Owned or Minority Owned, Business Enterprise.
- (10) Contractor understands and agrees that the lump sum bid price includes all taxes such as sales, use, excise, licenses, etc., now or hereafter imposed by Federal, State or other government agencies upon the equipment, labor and materials specified, and that all said taxes shall be paid by the Contractor.
- (11) Contractor agrees to:
  - (a) Honor this bid for a period of One Hundred Twenty (120) days following the date of the scheduled opening of bids.
  - (b) Enter into and execute a contract, if presented on the basis of this bid, and to furnish certificate(s) of insurance, bond(s), and other documents related to the contract as required by the Bidding Documents.
  - (c) Accomplish the Work in accordance with the Contract Documents.
  - (d) Achieve Substantial Completion of the Work in accordance with the number of calendar days Contract Time set forth, allotted from and including the date stipulated in the Notice to Proceed; and accept the conditions for Liquidated Damages in the amount set forth per calendar day.
  - (e) Obtain MSCBE approved temporary Vendor ID badges, if awarded a contract, for the Contractor's (Prime) personnel and subcontractors, and pay all applicable cost associated with obtaining temporary Vendor ID badges.
  - (f) The required Board's Contingency, in the amount of ten percent (10%) of the BASE BID, is identified herein below.

(g) The required Allowance(s), in the amounts for the item(s) identified herein below:

ALLOWANCE NUMBER	DESCRIPTION	ALLOWANCE AMOUNT
1	Allowance for	
2	Allowance for	

(h) The required Add Alternate, in the amount amounts for the item(s) identified herein below:

ADD ALTERNATE NUMBER	DESCRIPTION	ALTERNATE AMOUNT
1	Add Alternate – Scope of work ii	
2	Add Alternate - Scope of work v	
3	Add Alternate - Scope of work v	
4	Add Alternate - Scope of work xv	

- (i) The required Bid Security (Bond), in the amount of five percent (5%) of the total amount of bid, including alternates and allowances is attached hereto.
- (j) Contractor assures in addition to this Bid Proposal Form, all required forms and documents are included and attached hereto with their Bid Response.

**Base Bid (Words)** \_\_\_\_\_

Base Bid Scope of work, Total (Figures)	
Base Bid 5% Board's Contingency Amount (Figures)	
Base Bid Allowances, Total (Figures)	
Base Bid Performance and Payment Bond Cost (Figures)	
Total Combined Base Bid (Figures) (Base Bid + 5% Owner's Contingency + Allowance + Performance and Payment Bond Cost)	
Base Bid Add Alternate, Total (Figures) (Not combined at this time with base bid amount)	

**The Authorized Representative, submits this Bid Proposal Form:**

Print Name & Title	
Signature & Date	

**On behalf of the following Prime Contractor:**

Name of Company	
State of Incorporation:	
Address, City, State, Zip	
Phone #, Fax #, Email	

**NOTE: TENNESSEE CONTRACTOR'S LICENSE NUMBER, EXPIRATION DATE, AND LICENSE CLASSIFICATION IS REQUIRED ON THE OUTSIDE OF THE BID ENVELOPE. ALL CONTRACTOR'S MUST USE THE BID ENVELOPES OR BID IDENTIFICATION SUBMITTAL FORM PROVIDED IN THE PROJECT DESIGN PACKET OR INVITATION TO BID DOCUMENTS.**



**1364 Farmville Rd., Memphis, Tennessee 38122**

(901) 416-1681

DATE: Monday, February 25, 2019

FROM: Gene Sides, Facilities  
Director Facilities & Real  
Estate Management

SUBJECT: Asbestos in Schools – Formal Notification

REFERENCE: U.S. Environmental Protection Agency Regulations 40 CFR, Part 763 – Asbestos Containing Materials in Schools, Final Rule and Notice (Federal Register Volume 52, No. 210, Friday, October 30, 1987)

The Environmental Protection Agency issued a final rule under Section 203 of Title II of the Toxic Substances Control Act (TSCA), 15 U.S.C. 2643, and effective December 14, 1987, to require all educational agencies to identify Asbestos Containing Materials in their school buildings and take the appropriate actions to control release of Asbestos Fibers. The local educational agencies are required to describe their activities in management plans which must be made available to all concerned persons and submitted to State Governors. This final rule requires that local educational agencies use specially trained and certified persons to conduct inspections for asbestos, develop management plans, and design or conduct major actions to control asbestos.

The Division of Facilities and Real Estate Management, Memphis City Schools, has developed a plan for each school facility that shows where Asbestos Containing Materials or suspected Asbestos Containing Materials are to be found therein. This plan is available in the main office at each of our schools or facilities.

Therefore, any short-term worker/vendor/contractor installing services/equipment or making repairs in any facility of Memphis - Shelby County Schools will be responsible for determining whether or not their work will be in an area with Asbestos Containing Materials, it will be imperative that Memphis - Shelby County Schools, Division of Facilities and Real Estate Management, Office of Facilities Support, be advised and approve performance of such work before it is started.



MEMO, Monday, February 25,

2019, FROM: Gene Sides

TO: Contractors/Vendors Accomplishing Maintenance/Repairs or Installing  
Equipment in Memphis - Shelby County Schools Facilities

SUBJECT: Asbestos in Schools – Formal Notification

The aforementioned regulations are extremely important. Violations of Title I of TSCA by persons other than local education agencies can result in civil penalties to you of up to \$25,000.00 per day. In addition, criminal penalties may be assessed to individuals who knowingly and willfully commit such violations.

Prior to completing any work in any Memphis - Shelby County School Facility, you must complete Attachment A Form No. I (Certification of Receipt of Asbestos Notification) and return it to the Office of Procurement Services.

If your work will require the penetration of Asbestos Containing Material or the disturbance of Asbestos Containing Material in any school facility, please complete Attachment A Form No. II (Request of Approval to Disturb Asbestos) and forward it immediately to the Office of Procurement Services. Do not proceed until you have been contacted by the Asbestos Designated Person for Memphis - Shelby County Schools.

Attachment A Forms:

- I. Certification of Receipt of Asbestos Notification
- II. Request for Approval to Disturb Asbestos

## ATTACHMENT "A" FORM

### Certification of Receipt of Asbestos Notification

In accordance with the requirements of Environmental Protection Agency Regulations, Memphis - Shelby County Schools has notified my company of the location of the Asbestos Information Folders/Asbestos Management Plans in each of Memphis - Shelby County Schools Facilities in which I may be required to work. I understand that specially trained and certified persons are required to conduct inspections for asbestos, develop management plans, and design or conduct any action that might result in the disturbance of asbestos. All personnel in my firm who may be required to do work in Memphis - Shelby County Schools have been instructed as to the possible locations of the asbestos containing materials in school buildings and of the location of the Asbestos Information Folders/Management Plans. No worker who has not received the proper and required training will disturb or remove any asbestos from and Memphis - Shelby County Schools facility (this certification will be completed and forwarded to Memphis - Shelby County Schools).

VENDOR COMPANY NAME:

---

Authorized signature (Must be an Officer of the Company)

---

DATE

**ATTACHMENT "A" FORM**

**Request for Approval to Disturb Asbestos**

If your work will require the penetration of asbestos containing material or disturb any asbestos containing material in a school facility, please complete the information below and send it to the Office of Procurement Services. You will be advised on the approval to do said work and of any precautions necessary. After your request is reviewed, you will receive a written approval to proceed.

**Brief description of work to be performed**

School/Facility Name:

Address of School/Facility:

Specific Areas or Room  
Numbers:

Complete Description of Work Required and Asbestos to be disturbed:

Qualified Personnel (Included Name(s) and Training Received):

\_\_\_\_\_  
**VENDER COMPANY NAME**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**DATE**



## TOBACCO USE OR POSSESSION

### I. PURPOSE

To provide a safe and healthy environment for all employees, students, and visitors and to serve as a positive example to all students concerning the use of tobacco.

### II. SCOPE

This policy applies to all employees, students, and visitors.

### III. POLICY STATEMENT

The Memphis - Shelby County Schools system prohibits student smoking or possession of tobacco products, lighters or matches, on school campuses, at school sponsored activities or on school buses. Additionally, smoking and/or the use of all tobacco products, including smokeless tobacco, are prohibited in all Board of Education buildings<sup>1</sup> (schools and other facilities); in any public seating areas, including but not limited to, bleachers used for sporting events, or public

restrooms<sup>2</sup> ; and in all vehicles, owned, leased or operated by the district at all

times. Signs will be posted throughout the District's facilities to notify students, employees and all other persons visiting the school that the use of tobacco and tobacco products is forbidden.<sup>1</sup> A "Smoking is Prohibited by Law in Seating Areas and in Restrooms" sign shall be prominently posted for elementary or secondary school sporting events (including at each ticket booth).<sup>2</sup> Any student who possesses tobacco products shall be issued a citation by the school principal.<sup>3</sup> Parents and students shall be notified of this citation requirement at the beginning of each school year.

## IV. RESPONSIBILITY

A. The Superintendent (or designee) is responsible for administering this policy.

### Legal Reference:

1. Section 1042 of the Environmental Tobacco Smoke/Pro-Children Act of 1994
2. TCA 39-17-1604(6)(10); TCA 39-17-1605; TCA 39-17-1606
3. TCA 39-17-150

# SMOKING PROHIBITED

SMOKING IS PROHIBITED BY LAW IN ALL ENCLOSED PUBLIC PLACES INCLUDING SEATING AREAS AND RESTROOMS



Additionally, smoking and/or the use of all tobacco products, including smokeless tobacco, are prohibited in all Board of Education buildings (schools and other facilities); in any public seating areas including but not limited to, bleachers used for sporting events, or public restrooms; and in all facilities owned, leased or operated by the district at all times.

Shelby County Schools offers educational and employment opportunities without regard to race, color, religion, sex, creed, age, disability, national origin, or genetic

## Memphis - Shelby County Schools Vendor/Contractor Fingerprint Instructions

The following steps will walk you through how to register for fingerprinting as a vendor.

- Vendors/Contractor will obtain a **Vendor number** from **MSCS Procurement Department**.
- Vendor/Contractor will contact TBI at 615-744-4095 to obtain their own ORI number
- What is needed to obtain this ORI Number:
  - 1. Letter of Purpose
  - 2. Business License
  - 3. Copy of their contract with MSCS
- Vendor/Contractor will register on IDENTGO website: [www.identogo.com](http://www.identogo.com).
- Select "Digital Fingerprinting".
- Select "**Tennessee**" on the state drop down box; then click **Go**.
- **Select "Digital Fingerprinting"**.
- Select "**Schedule a New Appointment**".
- Enter "**Service Code**" issued by "TBI". There is an option to select I do not know my service code. When you select this option a drop box will provide you with a list of service codes to select
- **Enter your company's ORI Number**, when asked for the ORI Number.
- Select **Yes** when you receive this message: You have selected to be fingerprinted for **(Vendor's Company name)**. Is this correct?
- **Complete the Acknowledgement Release**.
- Enter all Personal Information that has a **Red asterick\***.
- At the bottom of the registration under "**Applicant's Employer Information**" please enter Your **Company's Information**.
- Then click **Send Information**.
- If all Information appears correctly, click **Go**.
- **Method of Payment** choose **Visa or Mastercard**. **Pay \$35.15 on Site using your credit card/money order or company's check**.
- Vendor/Contractor will still be fingerprinted at MSCS Fingerprinted/Background Dept after registering online but call (901) 416-8016 to make an appointment. MSCS is not listed as a location to be processed online.
- TBI will review the background result based on statutory criteria under **TCA 49-5-413**.
- TBI will issue a letter to the Vendor stating if the employee meets or does not meet criteria.
- If employee meets the criteria, TBI will issue a **greenlight letter (referral)**.
- If they don't meet the criteria, TBI will issue a red letter.
- Vendor/Contractor will submit their greenlight letter to MSCS Fingerprinting & ID Dept along with \$30 dollars cash or company check. located at 160 S. Hollywood, Memphis, TN 38112 to obtain an ID badge.
- MSCS Fingerprinting Dept. will maintain a copy of the greenlight letter.

### Bring the following items with you to your fingerprinting appointment:

- A copy of your fingerprinting registration with a **Valid** driver's license or state ID

Please call **Identogo** at 1-855-226-2937 for all technical issues registering on-line.

Please call **TBI** at 1-615-744-4095 for all questions regarding your background record.

If you have further questions regarding the above instructions, please call 901.416.5318, which is the **MSCS Fingerprint/ID Department**.