

July 22, 2020

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 August 5, 2020 @ 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.

LAWN CARE SERVICES

The Shelby County Board of Education (“SCBE”) is requesting bids for Lawn Care Services as needed. Included in the IFB is the Facilities Service Agreement. Please review and sign. If selected, the Service Agreement shall be the Agreement of Record. All exceptions to the terms and conditions must be noted at the time of bid submission.

Bids MUST be received by Shelby County Schools (“SCS” 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 carpenterk@scsk12.org, by July 27, 2020 @ 2:00 PM CST.

ISSUED BY: Kim Carpenter BID # 08052020

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, handicap/disability, sex or age.”

PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Invitation for Bid (IFB) is soliciting bids for **Lawn Care Services**.

2.0 BACKGROUND

Shelby County Schools (SCS) is Tennessee's largest public school district and is among the 25 largest public school districts in the United States. SCS serves approximately 110,000 students in 207 schools. We employ more than 6,200 teachers and 6,000 support personnel to serve our unique student population, while, offering programming and services to fit the needs of all our students. 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, SCS 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. SCS 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 SCBE requests bids for **Lawn Care Services**. The specifications are contained in the Design Project Manual. Responses submitted must meet or exceed all requirements. Bids that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

4.0 NON-EXCLUSIVE

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

5.0 NOTICE OF INTENT TO AWARD

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

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

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

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

2.0 TERM OF AGREEMENT

The anticipated terms of this contract shall be **one (1)** year(s).

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

3.0 PRE-BID MEETING – N/A

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN July 27, 2020 @ 2:00 PM CST**. Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on SCBE by **4:00 PM CST on July 29, 2020**, website <http://www.scsk12.org/procurement/bids>. Please do not submit questions in PDF format.

5.0 BID TIMELINE

Bid Posted	July 22, 2020
Bid Advertised	July 22, 2020
Questions Due	July 27, 2020, 2:00 PM
Addendum Posted	July 29, 2020, 4:00 PM
Bid Submission	August 5, 2020, 2:00 PM

6.0 POINT OF CONTACT

Kim Carpenter, Buyer
Procurement
carpenterk@scsk12.org

7.0 CONTRACT MONITOR/SCBE SUPERVISION

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

8.0 CONTRACT TYPE

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

9.0 PAYMENT TERMS

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

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

10.0 INVITATION FOR BID (IFB) REVISIONS

Should it become necessary to revise any part of this IFB, addenda will be posted on SCBE <http://www.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 Office no later than **2:00 PM CST on August 5, 2020 at 1364 Farmville Rd., Memphis, TN 38122, in the Construction Procurement Services Office**. Vendors mailing bids shall allow sufficient carrier delivery time to ensure timely receipt of their bid in the Office of Purchasing & Supply Services prior to the deadline. Any bid received in the Purchasing Office after the submission deadline, no matter what the reason, will be returned unopened. **Bid responses delivered to any other location shall not constitute delivery to the Construction Procurement Services Office at 1364 Farmville Rd.**

12.0 BID OPENING

The SCBE shall receive sealed bids until the bid due date indicated on the bid front cover sheet. At the time of the bid opening (as directed on the front cover sheet), the Buyer or designee shall open all bids received and record the responses. A copy of the bid tabulations will be made available upon written request via Open Records Request. The SCBE shall then review all responses and analyze the results of the bidding process. A final recommendation(s) shall be prepared for review and approval by the Procurement Director. Upon acceptance and approval of the bid(s) by the Procurement Director, the Director may grant its approval subject to such conditions as it may deem appropriate.

All bids shall be opened at the Construction Procurement Office, 1364 Farmville Road, Memphis, TN 38122 on the date specified on the bid. In the event of inclement weather on the due date of a bid and The SCBE is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.

13.0 DURATION OF BID

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

14.0 E- COMMERCE

IFBs will be published on the Procurement website @ www.scsk12.org/procurement/bids and advertised when applicable in the local newspapers, the Commercial Appeal and/or Daily News. The Procurement website serves as a location to publish any addenda, associated materials, contractor questions and the SCBE's responses, and other solicitation related information for this solicitation.

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

The successful Contractor must also be registered in EschoolMall ESM which also serves to publish any addenda, associated materials, contractor questions and the SCBE's responses, and other solicitation related information for this solicitation.

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

15.0 INSURANCE

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

16.0 LIQUIDATED DAMAGES

The successful Bidder accepts this contract with the understanding that should they fail to complete the work/delivery in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the bid document. Liquidated damages for this project are as follows:
\$500 / per day final completion

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 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 SCS students during the course of business, must require their employee(s), subcontractor(s), or representative(s) to supply a fingerprint sample, submit to a criminal history records check to be conducted by the Shelby County

Schools, Tennessee Bureau of Investigation, and the Federal Bureau of Investigation, and obtain Shelby County School's identification badge prior to permitting the person to have contact with the children or entering school grounds.

The cost of fingerprinting, conducting the criminal records check, and obtaining a 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 SCS are required to renew their badges annually. The 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 Shelby County Schools' property. For more information regarding of fingerprinting, conducting the criminal records check, and obtaining a Shelby County School's identification badge, please contact 901-416-4720.

SCS further reserves the right to audit the criminal history background records of any Vendor employee(s), subcontractor(s) or representative(s) having contact with SCS 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 SCS. Failure to provide SCS access to current criminal history checks upon request could lead to Vendor debarment.

18.0 COMPLIANCE WITH LAWS

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

19.0 BONDING – N/A

Respondent may be required to submit a bid bond in the amount of five percent (5%) as determined by SCBE 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.

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

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

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

21.0 BASIS OF AWARD

It is the intent of Shelby County Schools to award the Contract(s) to multiple bidders who provide qualified and responsive offers. **Bidders must be able to complete the project within 45 business days after issuance of "Notice to Proceed" for each project location.**

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 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.

D. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES UTILIZATION

THIS PROJECT IS SUBJECT TO SCBE Policy 2010: MINORITY, WOMEN 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 an accredited certification agency, are utilized when possible as sources of supplies, equipment, construction and services for 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 minimal MWBE participation goal for this project.

In achieving this aspirational project goal, the **MWBE participation goal of 0 %** is defined as the total dollar value of the contract from certified minority business enterprises (MBE), or certified woman-owned business enterprises (WBE) either directly or indirectly as subcontractors, 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 which are provided as part of the Addendum in their response including GOOD FAITH FORMS and MWBE WAIVER REQUEST FORMS where MWBE participation goals are not satisfied in the bid.

Pursuant to Shelby County Schools Vendor Registration process, each subcontractor or supplier that performs on this contract must be registered as a vendor. You will need to provide the vendor number for each subcontractor or supplier used on this contract as a condition for receiving payment on this contract.

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.

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, SCS 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.

WAIVER AND GOOD FAITH EFFORTS

If the aspirational goal in Construction, Services and/or Goods 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. Requests for waivers due to unavailability of MWBE firms must be submitted as part of the bid response.

PART III: BID SUBMISSION REQUIREMENTS

1.0 GENERAL FORMAT

- A.** Bidders shall submit one (1) original, one (1) copies, 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. **SCBE RESERVES THE RIGHT TO CONTRACT IN THE BEST INTEREST OF SCBE, AND TO REJECT ANY AND ALL BIDS AT ANY TIME PRIOR TO AWARD.**
- B.** Bid submission shall be labeled on the outside of each submitted package with the following:
1. Bidder's name and business address;
 2. Bid Due Date/Time for receipt of Bids, and
 3. Invitation for Bid (IFB) number and Title
- C.** Each bid must include a Transmittal Letter and Table of Contents. All pages must be numbered consecutively from beginning to end and separated by tabs as described below:
1. **TRANSMITTAL LETTER (TAB A):** Bids are to be accompanied by a brief transmittal letter prepared on the bidder's letterhead and signed by an individual who is authorized to commit the Offeror to the services and requirements in the IFB. This transmittal letter shall include:
 - a. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the bidder to the contract, who will receive all official notices concerning this IFB.
 - b. The bidder's Federal Tax Identification Number or Social Security Number.
 - c. Acknowledgement of all Addenda to this IFB. (Appendix F)
 2. **FORMS (TAB B): (include the following)**
 - a. Certificate of Status (State of Tennessee Certificate of Existence with the Department of Assessments and Taxation)
 - 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. Completed Bid Proposal Cost Form (Appendix H)
 - i. Completed MWBE Documents (If Applicable)

- j. Bid Bond, in the amount of 5% of the total amount of the Bid
- k. 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

LAWN CARE SERVICES

- 1.0 Shelby Board of Education (SCBE) currently operates over 200 facilities. These facilities are generally maintained by SCBE in-house grounds keeping maintenance staff. It is the intent of this IFB to procure supplemental lawn services from outside vendors.

Shelby County Board of Education is requesting bids for **Lawn Care Services** that will include the following:

A. Expectation of The Contractors:

1. Cut the grass at each location agreed upon with the following details:
 - a. Cut the grass away from the building outwards to property lines.
 - b. Cut and weed-eat inside courtyards.
 - c. Weed-eat around the building, all sign poles, shrubs, fence lines, chiller, air conditioner, steps, sidewalks, playground areas and along the curbs.
 - d. Edge the sidewalks, drive ways, curbs, and near parking areas.
 - e. Trim the hedges evenly and remove leaves.
 - f. Remove low hanging branches along the sidewalks and entry ways.
 - g. Spray roundup along sidewalk cracks and entry ways.
 - h. Blow all cut grass off the sidewalks, walkways and street curbs.
 - i. Remove all debris: paper, small limbs and items cut-up by the mowers.
 - j. All work must be performed on the dates requested (weather permitting). Weekend cutting is allowed however there may be portions that are not accessible on weekends (i.e. courtyards, gated areas, etc.).
2. Check with the Plant Manager (PM) after the job is completed. During school hours, check-in with the PM before beginning the work to ensure the safety of the children. If the PM is not on site, notify the Main Office Personnel that your team is on campus to cut the grass.
3. Report all incidents to the Plant Manager: broken windows, car windshields or person injured.
4. Report all hazards identified on the campus to the Plant Manager: big holes, trees

down, reptiles or leaks

5. Each Contractor must be approved through SCS Procurement as an authorized vender prior to biding on the jobs
6. Each vendor must provide a Certificate of Insurance with General Liability and Workers Compensation Coverage, if selected for the job
7. All vender employees must clear a background check before coming onto the school campuses
8. Must quote a percentage discount from items listed in the Pricing section
9. All must have the proper lawn equipment (commercial lawn mowers/zero-turns, weed eaters, hedge trimmers, edger, tractors with bush hog or batwing attachments, chainsaws, pole-saws, backpack blowers, chemical sprayers)

PART V: PRICING FORM

This is a non-exclusive Bid. Award may not be made to any one company, but will be awarded in the best interest of SCBE.

Pricing (Please bid per cut)

North East Region

<u>Schools and address</u>	<u>Plant Managers</u>	<u>Acreage</u>	<u>Dates to be cut</u>				<u>Bids/Per Cut</u>
			7/30	8/17	8/31	9/17	
BOE (Avery) 160 South Hollywood	Sheba Smith	3 acres					_____
SCS Welcome Center 2687 Avery Ave	Anthony Woods	.5 acres	7/30	8/17	8/31	9/17	_____
SCS Clinic (Flicker St) 2723 Garden Lane	Mark Whitt	.5 acres	8/6	8/17	8/31	9/17	_____
Teaching & Learning Academy 2485 Union Ave	Mark Whitt	2.5 acres	8/6	8/17	8/31	9/17	_____
East HS 3206 Poplar Ave	Thomas Hamer	20 acres	7/30	8/17	8/31	9/17	_____
Bolton HS 7323 Brunswick Rd	Randall Tate	5 acres	8/3	8/23	9/7	9/21	_____
Barret's Chapel ES 10280 Godwin Rd	Rosie Douglas	8 acres	8/3	8/23	9/7	9/21	_____
Eads ES (Closed) Lot 12040 Hwy 64, Eads TN	N/A	5 acres	8/10	8/24	9/10	9/24	_____
Grey's Creek Admin 2800 Gray's Creek	Alonso Araujo	1.5 acres	8/10	8/24	9/10	9/24	_____
Mt Pisgah Bus Lot 1493 Pisgah Rd	N/A	2 acres	8/3	8/24	9/10	9/24	_____

Mt Pisgah MS 1444 Pisgah Rd	Gloria Davis	3 acres	8/3	8/24	9/10	9/24	_____
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Macon Hall ES 9800 Macon Rd	Delbert Means II	6 acres	8/3	8/24	9/10	9/24	_____
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**North West
Region
Schools and
address**

<u>address</u>	<u>Plant Managers</u>	<u>Acreage</u>	<u>Dates to be cut</u>				<u>Bids/Per Cut</u>
North Area Office/TCC 3782 Jackson Ave	Marlo Cox	10 acres	8/10	8/23	9/7	9/21	_____
Lucy ES & Lot 6269 Amherst Rd	Darris Wakefield	4 acres	8/2	8/22	9/6	9/20	_____
Woodstock MS 5885 Woodstock Cuba Rd	Darris Wakefield	8 acres	8/2	8/22	9/6	9/20	_____
E.E. Jeter School 7662 Benjestown Rd	Will Williams	1 acre	8/2	8/22	9/6	9/20	_____
Northaven ES 5157 North Circle Rd	Will Williams	3 acres	8/2	8/22	9/6	9/20	_____
Ral-Millington Lot 0 Sykes Rd, Millington TN (Southwest corner of Sykes & Raleigh-Millington intersection. Next door to 4465 Sykes)	N/A	12 acres	8/10	8/23	9/7	9/21	_____
MLK Center Lot 620 S. Lauderdale	N/A	.5 acres	8/9	8/16	8/30	9/14	_____
Vance MS Lot 673 Vance Ave	N/A	3 acres	8/9	8/16	8/30	9/14	_____

Georgia Ave ES Lot 690 Mississippi Blvd	N/A	10 acres	8/9	8/16	8/30	9/14	_____
Orleans ES Lot 1400 McMillan St	N/A	2 acres	8/8	8/15	8/29	9/13	_____
Larose ES 864 Willoughby	Othel Fane	2 acres	7/30	8/15	8/29	9/13	_____
Ida B. Wells Academy 995 S. Lauderdale	Othel Fane	1.5 acres	7/30	8/15	8/29	9/13	_____

South West Region

<u>Schools & Addresses</u>	<u>Plant Manager</u>	<u>Acreege</u>	<u>Dates to be cut</u>				<u>Bids/Per Cut</u>
Bond Building 2930 Airways Blvd	Stephanie Cowans	.5 acres	8/6	8/13	8/27	9/11	_____
Graceland ES Lot 3866 Patte Ann	N/A	14 acres	8/6	8/13	8/27	9/11	_____
Graves ES Lot 3398 Grave Rd	N/A	7 acres	8/6	8/13	8/27	9/11	_____
Raineshaven ES Lot 430 Ivan Rd	N/A	3 acres	8/7	8/13	8/27	9/11	_____
Fairley ES Lot 4950 Fairley Rd	N/A	5 acres	8/7	8/13	8/27	9/11	_____
Walker ES Lot 322 King Rd	N/A	5 acres	8/7	8/14	8/28	9/12	_____
White's Chapel ES 3966 Sewanee Rd	N/A	7 acres	8/7	8/14	8/28	9/12	_____
Coro Lake ES Lot 1560 Drew Rd	N/A	3 acres	8/7	8/14	8/28	9/12	_____
Kansas Vo-Tech Lot	N/A	4 acres	8/8	8/15	8/29	9/13	_____

80 W. Olive							
Florida ES Lot 1560 Florida St	N/A	3 acres	8/8	8/15	8/29	9/13	_____
Lincoln ES Lot 1566 South Orleans	N/A	.5 acres	8/8	8/14	8/28	9/12	_____
Longview MS Lot 1895 South Orleans	N/A	3 acres	8/8	8/14	8/28	9/12	_____
South Area Office Lot 2300 Hernando Rd	N/A	7 acres	8/9	8/16	8/30	9/14	_____
Alcy ES 1750 Alcy Rd	Stephanie Cowans	6 acres	8/9	8/16	8/30	9/14	_____
South East Region							
<u>School & Addresses</u>	<u>Plant Manager</u>	<u>Acreage</u>	<u>Date to be Cut</u>				<u>Bids/Per Cut</u>
Sheffield HS 4315 Sheffield	Ronnie Daniels	20 acres	8/1	8/21	9/5	9/19	_____
Sheffield ES/Shrine 4290 Chuck Ave	Jermaine Nash	10 acres	8/1	8/21	9/5	9/19	_____
Sheffield CTC 4350 Chuck Ave	Mike Milloway	10 acres	8/1	8/21	9/5	9/19	_____
Knight Rd ES 3237 Knight Rd	Mike Milloway	18 acres	8/1	8/21	9/5	9/19	_____
Goodlett ES 3001 Goodlett	Charles Truesdale	10 acres	8/1	8/21	9/5	9/19	_____
Oakville School Lot 3594 Lamar	N/A	5 acres	7/31	8/20	9/4	9/18	_____
Getwell ES 2795 Getwell Rd	Jermaine Nash	3 acres	7/31	8/20	9/4	9/18	_____
American Way MS 3805 American Way	Stanley McFarland	11 acres	7/31	8/20	9/4	9/18	_____

South Park ES Stanley McFarland 8 acres 7/31 8/20 9/4 9/18 _____
1720 Getwell Rd

Getwell Bus Lot Stanley McFarland .5 acres 7/31 8/20 9/4 9/18 _____
1681 Getwell Rd

***Additional work not included in scope \$ _____ price per labor hour**

PART VI: BID IDENTIFICATION SUBMITTAL FORM
 (TO BE ATTACHED TO THE OUTSIDE OF THE BID PACKAGED)
IFB# 08052020

PROJECT TITLE: Lawn Care Services

PROJECT LOCATION: See Scope of Work

State law requires that Contractors be properly licensed at the time of the Bid opening, Tennessee Code Annotated, §62-6-119. Failure to completed 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
Electrical					
Plumbing					
HVAC					
Geothermal					
Masonry					

SIGNATURE OF PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS

X

PART VII:

FACILITIES SERVICES AGREEMENT

THIS FACILITIES SERVICES AGREEMENT ("Agreement"), by and between **Shelby County Board of Education**, a school district organized and existing under the laws of the State of Tennessee (hereinafter referred to as the "Owner"), having its principal place of business at 160 S. Hollywood Street, Memphis, TN 38112, and _____ (hereinafter referred to as the "Contractor"), having its principal place of business at _____.

RECITALS:

1. Owner is desirous of contracting with a third party for _____ located at _____.
2. _____ The Contractor represents that it can perform the work and is willing and able to perform the work required under this Agreement.

FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, Owner and the Contractor (the "Parties") agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings set forth below:

"Contract Documents" means the documents listed in Section 3 of this Agreement and modifications issued after execution of the contract.

"Contract Price" means the amount to be paid for the Work, as set forth in Section 6 of this Agreement.

"Contractor" means the person or entity identified as such throughout the Contract Documents, as if singular in number, or its authorized representative.

"Owner" means Shelby County Schools, including its Project Manager or other designees.

"Equipment" means the related materials involved in providing the services delineated herein.

"Project Manager" means the person appointed by the Owner to administer the terms of the Agreement between the Owner and the Contractor, who is also empowered to take certain actions under this Agreement.

"Substantial Completion" means that the Equipment has been installed, placed in satisfactory operating condition, and tested, and the value of the Work remaining to be performed by the Contractor is, in the estimate of the Owner, less than five percent (5%) of the original Contract Price.

"Work" means the improvement services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

2. SCOPE OF WORK. The Contractor shall furnish all labor, materials and equipment, and perform all work (collectively, the "Work") required for _____ (the "Project"), in strict accordance with the Contract Documents. All changes in the Work including any increase, decrease, or other equitable adjustment in the Agreement price or in the time for performing the Agreement, shall be authorized in writing by the Owner or Project Manager prior to commencement. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Agreement. The Contractor hereby represents and warrants that it is certified and licensed to perform the Work. The Contractor shall provide the Owner copies of appropriate certifications upon request.

3. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference and made a part hereof:

- a. This Agreement;
- b. The Owner's Invitation to Bid _____ issued by the Division of Procurement Services;
- c. The Project Manual for the Project, including the Specifications and, if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Equal Opportunity/Affirmative Action Requirements, and the Owner's Fair Business Policy;
- d. Addenda Number(s): _____
- e. The Bid Response of the Contractor submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the Contractor in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the Owner after execution of this Agreement.

This Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the Owner and the Contractor.

3.1 PRIORITY OF DOCUMENTS. In the event of inconsistency between the terms of this Agreement and the Project Manual, the terms of this Agreement shall prevail.

4. CONTRACT TERM. The term of this Agreement shall begin upon receipt of a fully executed Agreement and written authorization to proceed from the Owner. The term shall expire upon the acceptance of full completion of the Work by the Owner.

5. PRE-CONSTRUCTION CONFERENCE. Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner regarding the Owner's requirements under the Agreement for administration of the quality assurance program, safety program, labor provisions, the schedule of Work, and other contract procedures. The Contractor shall begin Work upon receipt of a written Notice to Proceed from the Project Manager. The Contractor shall not begin Work prior to receiving such notice.

6. CONTRACT PRICE. The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions provided for herein, in current funds, in an amount not to exceed _____ and 00/100 Dollars (\$_____), which consists of a base bid of _____ and 00/100 Dollars (\$_____) and _____ and 00/100 Dollars (\$_____) for the performance bond for the Project. Owner will maintain a contingency of _____ and 00/100 Dollars (\$_____).

7. The Owner reserves the right to adjust the terms and conditions as deemed necessary

8. PAYMENT FOR WORK PERFORMED. Final payment will be due following completion and acceptance of the Work performed in accordance with this Agreement. Before final payment is made, the Contractor shall submit evidence to the Owner that all payrolls, materials, bills, and other indebtedness connected with the Work have been made. The Owner will use best efforts to pay within thirty (30) days of receipt of an invoice for the Work accepted by the Owner. Notwithstanding, the Owner may withhold from final payment an amount equal to the value of any claims Owner reasonably has against the Contractor arising out of the Work.

9. RESPONSIBILITY FOR THE WORK. The Contractor shall take all responsibility for the Work, and shall take all precautions for preventing injuries to persons and property in or about the Work. The Contractor shall effectively protect its Work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.

10. GENERAL INDEMNIFICATION. The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; and shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Agreement. The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and the Owner's officers and agents from all claims relating to labor performed or furnished and

materials used or employed for the Work; to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the Work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and any employees therein.

11. WARRANTY. The Contractor warrants to the Owner that materials and Equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and Equipment. Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the Owner, any defects or faults arising within one (1) year after date of acceptance of Work and Equipment or materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective Work done or Equipment or materials furnished by the Contractor.

12. INSPECTION AND TESTS. All Equipment furnished and installed hereunder shall be subject to the inspection, tests and approval of the Owner. Notwithstanding, the Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the contract obligations.

13. PATENT INDEMNIFICATION. The Contractor agrees to assume the defense of and shall indemnify and save harmless the Owner and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, Equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the Owner may elect, replace such material, Equipment or apparatus with non-infringing material, Equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

14. INSURANCE REQUIREMENTS. The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Agreement.

- a. Worker's Compensation (Statutory)
- b. Commercial General Liability, to include the following:
 - i. Contractual liability
 - ii. Personal injury liability, including offenses related to employment
 - iii. Coverage of explosion, collapse, or underground hazards
 - iv. Broad form property damage liability, including completed operations coverage
 - v. Limits shall be the greater of requirements of the umbrella excess underwriter, or
 - 1) \$1,000,000 bodily injury and property damage per occurrence;
 - 2) \$1,000,000 personal injury and advertising injury per person
 - 3) \$1,000,000 aggregate products and completed operations; and
 - 4) \$1,000,000 general aggregate.
- c. Business Auto Liability (includes owned, non-owned and hired vehicles):
 - i. Contractual liability coverage
 - ii. Limits shall be the greater of the umbrella excess underwriter's requirement, or \$1,000,000 combined bodily injury and property damage per accident.

The Contractor shall not commence the Work until proof of compliance with this Section 14 has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the state of Tennessee. This certificate shall indicate that the contractual liability coverage is in force.

The Owner shall be named as additional insured on the Contractor's Liability Policies. Cancellation of any insurance required by this Agreement, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

15. BONDS. The Contractor shall provide the Owner with a performance bond in the form provided by the Owner, executed by a surety company licensed by the state of Tennessee prior to the commencement of the Work. Such bond shall be in an amount

equal to the Contract Price unless otherwise stated in the Contract Documents. All bonds shall be accompanied by a current power of attorney.

16. TERMINATION FOR CAUSE. The Owner may terminate this Agreement for cause if it determines that any of the following circumstances have occurred:

- a. The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
- b. A receiver has been appointed of the Contractor's property.
- c. All or a part of the Work has been abandoned.
- d. The Contractor has sublet or assigned all or any portion of the Work, the Agreement, or claims thereunder, without the prior written consent of the Owner, except as provided in the Agreement.
- e. The Owner has determined that the rate of progress required on the project is not being met.
- f. The Contractor has substantially violated any provisions of this Agreement.

In the event of termination for cause, (i) the Owner may complete the Work, or any part thereof, and charge its expense of so completing the Work or part thereof, to the Contractor, or (ii) the Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

17. TERMINATION FOR CONVENIENCE. In the event that this Agreement is terminated by the Owner, prior to the completion of the Work and termination is not based on a reason listed in Section 15, the Contractor shall be compensated for its costs incurred on the Project, including reasonable costs of de-mobilization, covering the period of time between the last approved application for payment and the date of termination. Payment by the Owner pursuant to this Section 16 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

18. PERMITS, FEES, AND NOTICES. The Contractor shall secure and the Owner shall pay for the building permit, if required. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor. The Contractor shall comply with and give notices required by laws, ordinances rules, regulations, and lawful orders of public authorities bearing on performance of the Work. If the Contractor performs Work that it knows or reasonably should know is contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

19. SAFETY REQUIREMENTS. The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work performed under this Agreement.

20. EMPLOYEES AND SUBCONTRACTORS. It is understood that, from time to time, it may become necessary for the Contractor to replace an individual working as an employee or subcontractor of the Contractor. All such removals or replacements shall be subject to Owner's prior approval. Owner reserves the right to approve a replacement, which approval shall not be unreasonably withheld, or terminate the Work, either partially or in its entirety without further obligation to the Contractor thereunder other than to remit payment for the Work rendered up to the termination date. Contractor agrees that Owner may, at any time, with cause, require Contractor to remove an individual from the performance of the Work. An election by Owner of any of its rights under this Section 19 shall not affect the Contractor's responsibilities, liabilities or warranties under this Agreement.

21. BACKGROUND CHECKS. Contractor hereby agrees that it is aware of the provisions of Tennessee Code Annotated §49-5-413 requiring the background check of any employee or subcontractor that works on school grounds at any time when students are present, and prohibiting any person with a history of the criminal offenses cited in the statute from working on a school campus during such times. The Contractor hereby certifies that it has, and will, at all times during the performance of the Work, comply with the provisions of this statute and will provide to Owner, upon request, proof of its compliance with this provision. A default by the Contractor of the provisions of this Section 20 shall be automatic grounds for termination of this Agreement pursuant to Section 15.

22. INDEPENDENT CONTRACTOR. It is understood and agreed that Contractor will perform the Work under this Agreement as an independent contractor. It is also agreed that Contractor will comply with all applicable federal, state, and local laws and regulations relating to the employment, insurance, and taxation of employees who perform Work under this Agreement. No agency or employment relationship with Owner is intended nor shall be construed to exist between Owner and Contractor or

between Owner and any of Contractor's employees performing the Work under this Agreement, and neither Contractor nor its employees shall be entitled to participate in any of Owner's pension or employee welfare benefit plans, including its group life insurance plans.

23. RIGHT TO AUDIT. The Owner shall, until three (3) years after final payment under this Agreement, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Agreement for the purpose of making audit, examination, excerpts, and/or transcriptions.

24. ASSIGNMENT/SUB-CONTRACTING. The Contractor agrees that he will not sell, assign or transfer this Agreement or any part thereof or interest therein without the prior written consent of the Owner.

25. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to its choice of law provisions. Jurisdiction of any legal proceeding or dispute related to this agreement shall be exclusively within the Courts of the State of Tennessee and venue shall be in Memphis Tennessee.

26. SEVERABILITY. The provisions of this Agreement are severable. If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Agreement.

27. AMENDMENTS TO THIS CONTRACT. This Agreement may not be amended except by mutual agreement in writing which specifically recites that the Parties intend such writing to amend this Agreement and which is signed by authorized representatives of each party

28. ENTIRE AGREEMENT. This Agreement, together with the Scope of Work and other documents that may be executed pursuant to this Agreement and incorporated herein, constitutes the entire agreement between the Parties and shall supersede any and all prior agreements, communications and understandings between the Parties with respect to the subject matter hereof. The terms of this Agreement shall apply notwithstanding any proposed variations or additions that may be contained in any purchase order, invoice or other communication submitted by Contractor. This Agreement may not be modified, amended or changed except by mutual agreement in writing.

29. NOTICES. All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by express delivery or confirmed facsimile, or certified mail, return receipt requested, to the Parties at the respective address set forth below, or to such other address as the party to receive the notice has designated by notice to the other party:

If to Contractor: _____

Attn: _____

If to Owner: Shelby County Schools
1364 Farmville Rd
Memphis, TN 38122
Attn: Leonard Myers, Director, Facilities Management

With a copy to: Shelby County Schools
160 S. Hollywood Street
Memphis, TN 38112
Attn: Office of the General Counsel

30. SEVERABILITY. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

31. NO WAIVER. The failure by either party at any time to require performance by the other of any provision of this Agreement shall in no way affect that party's right to enforce such provision, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision.

32. SURVIVAL. The provisions of this Agreement relating to "Warranty," "Independent Contractor," "General and Patent Indemnification," and "Right to Audit" shall survive any expiration or termination of this Agreement.

33. EQUAL OPPORTUNITY. During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action so that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. To the extent required by law, the Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- d. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- e. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled or terminated.

34. SALES TAX EXEMPTION AND OTHER TAXES. The Contractor shall be responsible for paying all taxes and tariffs of any sort, related to the Work. Owner is a tax-exempt organization and, to the fullest extent allowable by law, shall incur no charges for the payment of taxes.

35. PROHIBITION AGAINST LIENS. The Contractor is prohibited from placing a lien on the Owner's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

36. ATTORNEYS FEE AND EXPENSE OF ENFORCEMENT. If, by reason of the failure of the Contractor to carry out and perform any of the provisions of this Agreement or the obligations under this Agreement, it becomes necessary or desirable in the judgment of the Owner to employ an attorney or incur any other reasonable attorneys' fees, cost or expenses, then Contractor agrees to pay such reasonable attorneys' fees and expenses, and hold Owner harmless against any loss thereof.

37. CONFLICT OF INTEREST. Contractor warrants that no part of the compensation payable hereunder shall be paid directly or indirectly to an employee or official of Owner as wages, compensation, or gifts in exchange in connection with the Services contemplated or performed relative to this Agreement. Contractor shall disclose in writing to Owner's Office of the General Counsel any financial or beneficial interests that it, or its principals or officers, has in services, products, or companies recommended to Owner in the performance of this Agreement. Failure to disclose any such interests shall be deemed a violation of this Agreement and will result in the forfeiture of all monies previously paid by Owner to Contractor pursuant to this Agreement.

38. COMPLIANCE WITH LAWS. Contractor will observe and comply with all applicable local, state, and federal laws, ordinances and regulations, including, but not limited to, Equal Opportunity laws, the Fair Labor Standards Act, the Occupational Safety and Health Act (OSHA) the Civil Rights Act of 1964, and the Americans with Disability Act (ADA).

39. APPROPRIATIONS. This Agreement is subject to the appropriation and availability of funds. In the event that the funds are not appropriated or are otherwise unavailable, Owner reserves the right to terminate this Agreement upon written notice to the Contractor. Said termination shall not be deemed a breach of this Agreement by Owner. Upon receipt of written notice, the Contractor shall cease all work associated with this Agreement. In the event of termination, the Contractor shall be entitled to compensation for all satisfactory and authorized Services completed as of the termination date. Upon such termination, the

Contractor shall have no right to recover from Owner any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

("Contractor")

SHELBY COUNTY BOARD OF EDUCATION
("Owner")

By: _____

By: _____
Dorsey E. Hopson, Superintendent

Title:

Date _____

Date _____

Approved:

Chief of Business Operations

Approved as to legal form:

Interim General Counsel

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR SEALED BIDS

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

1.0 INVITATION TO BID

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

2.0 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 SCBE. When an aggregate bid is requested, the unit prices for each item shall be identified in the bid response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.
- 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 SCBE, which would provide sufficient data to enable The SCBE 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 SCBE to the specification as written. After Bid award, any deviation by the Awarded Bidder from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

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

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

3.0 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 SCBE indicates the unit of measure required for bidding purposes and the Bidder's price(s) is based on a different unit of measure than that indicated in the bid, it shall be at the sole discretion of SCBE to determine whether the Bidder's price will be recalculated. The SCBE will not accept any bids with bidder escalator clauses, unbalanced figures, or irregular features.
- C. CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- D. PRICE REDUCTIONS:** The SCBE reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.
- E. TAXES:** SCBE is a tax-exempt entity and, as such, is exempt from the payment of taxes, including but not limited to sales and use taxes, federal excise taxes and federal high use taxes.

- F. EXTRA CHARGES:** Unless agreed by the parties in writing, charges in excess of the amounts agreed upon in the final contract shall not be allowed.
- G. NO COMMITMENT:** This IFB does not commit SCBE to award a contract, pay any costs incurred in the preparation of any Bid submitted, procure or contract for Services from any Bidder or any other person. Accordingly, each Bidder shall be responsible for all costs incurred in the preparation and submission of its Bid or in any part of its participation in the pre-award process.
- H. CONDITIONS AND ASSUMPTIONS:** All Bids and related documents submitted shall be based on the same conditions and assumptions that will underlie any prospective final contract between SCBE and the successful Bidder. Thus, in establishing the terms of any resulting contract, SCBE may assume the conditions and assumptions underlying the Bid submitted by the successful Bidder are accurate.
- I. ETHICS IN PUBLIC CONTRACTING:** 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 SCBE 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 SCBE STAFF MEMBERS OR BOARD MEMBERS AND ANY REPRESENTATIVE OF A RESPONDENT RELATING TO A PENDING PROJECT OR AWARD (WHETHER BY WRITING, TELEPHONE, E-MAIL OR OTHERWISE) OUTSIDE OF PROPERLY SCHEDULED MEETINGS, OTHER THAN AS INTENDED AND INITIATED BY AN SCBE STAFF MEMBER, SHALL BE GROUNDS FOR DISQUALIFICATION OF THE BIDDER FROM THE PROCESS. By submitting a Bid, the Bidder represents and warrants that it has not made, and will not make, any contact prohibited by this paragraph.
- K. CONFLICT OF INTEREST:** Bidder certifies that no SCBE Board member, staff member or any SCBE employee has a financial or beneficial interest in the Bidder.
- 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 SCBE Director of Purchasing reserves the right to decide, on a case by case basis, in his or her sole discretion, whether to reject such a Bid.
- 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 SCBE.
- 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 SCBE and the officers, employees, Board members and agents of SCBE against any claim of, or liability for, breach of any contract related to the Services that is caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

- O. AUDIT:** Unless the contract is a firm fixed price contract, SCBE 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 SCBE. 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 the SCBE. By submitting a Bid, the successful contractor grants to SCBE 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, SCBE 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 SCBE 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 SCBE. 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 SCBE:** The Bidder agrees that, if it becomes the successful contractor, the Bidder will fully provide to SCBE, to the best of its capabilities, the Services in substantially the format, quality and scope required by, or indicated in, this 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 SCBE.
- S. DELIVERY:** By submitting a Bid, the Bidder agrees that, if it becomes the successful contractor, the Bidder will deliver to SCBE 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. SCBE is a tax-exempt organization and shall not be billed for, nor be expected to pay, any taxes applicable to the Services. **A COPY OF DOCUMENTATION VERIFYING THE "TAX EXEMPT" STATUS OF SCBE IS AVAILABLE AND WILL BE FURNISHED TO THE SUCCESSFUL CONTRACTOR UPON REQUEST.**
- 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 SCBE in addressing any problem whatsoever relating to the Services or the Agreement.
- V. LIQUIDATED DAMAGES:** In the event the Awarded Bidder fails to deliver the goods or services of the contract in accordance with the specifications, The SCBE reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of The SCBE. Liquidated damages for this project are as follows:

\$500 / per day – substantial completion

\$500 / per day - final completion

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 SCS. If SCS 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 in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of authorization to do so.
- D. **BID PREPARATION FEES:** The SCBE will not be responsible for any costs incurred by a Bidder in preparing and submitting a Bid in response to a bid.
- E. **BID EVALUATION:** While these specifications are intended to describe the principal features of the items bid, Bidders are notified that the proposed items will be evaluated for compliance with detailed specifications. The bid specifications shall vary with each individual bid issued, and the award shall be made in accordance with the General Terms and Conditions, which identify an individual line item, group bid or an aggregate basis. Bids shall be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. Evaluation may also be made for other factors such as serviceability, functional suitability, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. The SCBE will consider the Bidder's record and performance of any prior contracts with The SCBE, federal departments or agencies, or with other public bodies.

- F. TIE BIDS:** In the event of tie bids, where all other factors such as past performance on purchases/contracts or Bidder's service or delivery record are considered comparable, the selection of the successful Vendor shall be made by the Procurement Director via a coin toss.
- G. BID AWARD:** Bids will be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. The award may be subject to final review and approval by the SCBE. Upon acceptance and approval of the bid(s) by the SCBE, the SCBE may grant its approval subject to such conditions as it may deem appropriate. In such cases, a Notice of Award will not be issued until the award has been approved by the SCBE.

7.0 COMMENCEMENT OF SERVICES

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

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 SCBE reserves the right to exercise its statutory option to reject any or all bids and re-advertise for other bids. The SCBE reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the SCBE also reserves the right not to order any items(s) within the specification.
- B. WAIVER OF TECHNICAL DEFECTS:** The SCBE reserves the right to waive minor technical defects or minor irregularities, if in its judgment the interest of The SCBE shall so require.
- C. CONTRACT RESERVATIONS:** The SCBE reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The SCBE materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The SCBE to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including but not limited to Acts of GOD, war, flood, governmental restrictions, or the inability to obtain transportation, The SCBE reserves the right to purchase the required articles in the open market, or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from

furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of GOD, war, flood, governmental action, or the inability to obtain transportation, The SCBE reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

10.0 TERMINATION OF CONTRACT

- A. TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The SCBE may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. The SCBE shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- B. TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The SCBE. 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 SCBE has the right to withdraw from the terms of the contract, without liability or showing cause, by providing ten (30) calendar days, written notice to the Vendor. The Vendor shall be compensated for services rendered prior to the date of termination.

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 SCBE Purchase Order Number, Ship to Location, and all the items on the invoice shall be listed in the same sequence as listed on the Purchase Order.
- B. PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on 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 SCBE, then the SCBE shall have no obligation to pay for the stale invoices.
- D. CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the SCBE. 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 SCBE for the mutual disclosure of such records by and among the Vendor, The SCBE and The SCBE' employees, agents, volunteers and contractors.

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

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 SCBE. 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 SCBE 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 SCBE, 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 SCBE'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 SCBE 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 SCBE 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 SCBE 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 SCBE, 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 SCBE, Design Professional. In addition, SCBE 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 SCBE. 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 SCBE under Contractor's insurance policies shall be primary and non-contributing with any insurance maintained by SCBE in its own name and on its own behalf. Copies of endorsements to Contractor's policies shall be provided to SCBE.

C.1.3. Cancellation.

All such insurance shall be in form and substance satisfactory to SCBE 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 SCBE and all Additional Insureds and certificate holders. If unavailable, Contractor must provide SCBE 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 SCBE 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 SCBE shall be filed with SCBE 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 SCBE 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, SCBE 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.

SCBE shall purchase builder's risk insurance coverage for all contractors and sub-contractors at all tiers, but only with respect to covered operations performed on behalf of SCBE at the specified project site. Limits and aggregates are not per project and therefore any uninsured loss due to aggregate or limit exhaustion is at Contractor's risk.

Deductible: \$25,000 each and every occurrence

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 SCBE. Each item must be shown as a line item and approved by SCBE.

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 SCBE 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, SCBE 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 SCBE 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 SCBE. The Contractor and eligible Subcontractors 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 requirements 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 SCBE and licensed to do business in Tennessee and will be in a form and content satisfactory to SCBE. 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 SCBE 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 SCBE 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 SCBE. 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 SCBE and made available by the Bidder to the SCBE and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of five (5) years after final payment or such longer period of time as required by law or rule or regulations.

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 SCBE sites and all material furnished by The SCBE. 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 SCBE as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.

18.0 PUBLIC STATEMENTS

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

19.0 BID FORM

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

20.0 SENSITIVE INFORMATION

- A. The bidder shall not publish or otherwise disclose, except to the SCBE and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in publications whereby the information or data furnished by or about particular person or establishment can be identified, except with the consent of such person or establishment.
- B. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise rerolled in, a SCBE program affected by or benefiting from services under this bidder for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

21.0 NON-HIRING OF EMPLOYEES

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

22.0 RELATIONSHIP TO THE SCBE

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

23.0 AVAILABILITY OF FUNDS

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

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

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 . This is a "no fee" service.

APPENDIX B - NON-COLLUSION CERTIFICATE

(TO BE SUBMITTED WITH BID)

IFB # 08052020

PROJECT TITLE: Lawn Care Services

PROJECT LOCATION: See Scope of Work

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 # 08052020

PROJECT TITLE: Lawn Care Services

PROJECT LOCATION: See Scope of Work

_____, 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 # 08052020

PROJECT TITLE: Lawn Care Services

PROJECT LOCATION: See Scope of Work

_____, 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 # 08052020

PROJECT TITLE: Lawn Care Services

PROJECT LOCATION: See Scope of Work

CONTRACTOR NAME: _____

ADDRESS: _____

TO: BOARD OF EDUCATION OF SHELBY COUNTY

We propose to provide **Lawn Care Services** 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 # 08052020**.

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 complete installation of **Lawn Care Services** for 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 # 08052020

PROJECT TITLE: Lawn Care Services

PROJECT LOCATION: See Scope of Work

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# 08052020

PROJECT TITLE: Lawn Care Services

PROJECT LOCATION: See Scope of Work

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 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 business persons 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 _____



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 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 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.

ATTACHMENT "A"

MEMO, Monday, February 25, 2019

FROM: Gene Sides

TO: Contractors/Vendors Accomplishing Maintenance/Repairs or Installing
Equipment in 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 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 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, Shelby County Schools has notified my company of the location of the Asbestos Information Folders/Asbestos Management Plans in each of 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 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 Shelby County Schools facility (this certification will be completed and forwarded to Shelby County Schools).

VENDOR COMPANY NAME:

Authorized signature (Must be an Officer of the Company)

DATE

ATTACHMENT "A" FORM

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

ATTACHMENT "A" FORM II

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 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 buildings¹ (schools and other facilities); in any public seating areas, including but not limited to, bleachers used for sporting events, or public

restrooms² ; 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.¹ 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).² Any student who possesses tobacco products shall be issued a citation by the school principal.³ 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 area including but not limited to, bleachers used for sporting events, or public restrooms; and in all buildings 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 information.

FINGERPRINT REGISTRATION INSTRUCTIONS FOR VENDORS (Revised 11/2016)

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

- Visit www.identogo.com
- Select **Get Fingerprinted** at the top right corner
- Select State from drop down box, which will be **Tennessee**, then click go
- Select the blue box that says **Appointments**
- Select **Schedule a New Appointment**
- For Agency Name select **State Schools/Colleges** from the drop box
- Select **School Worker, Other** as **Applicant Type**. (do not select teacher, custodial worker, etc.)
- Enter **TN930880Z** (Note: both 0s are zeros) when asked for **ORI Number**
- Select **Yes** when you receive this message: **You have selected to be fingerprinted for SHELBY CO. BOARD OF EDUCATION. Is this correct?**
- Enter the zip code, which is **38112**, then click **go**
- Select the second box that shows **Memphis-Shelby County Board of Education**
- Click on a **schedule** to find a date and time that is most convenient for you
- Enter all Personal Information that has a **Red***
- At the bottom under **Applicant Employer Information** enter **Your Company's Name** where it asks for the **Employer Name**
- Then click **Send Information**
- If all Information appears correctly, click **Go**
- **Method of Payment** choose **Visa or Mastercard (Pay Now) We do not accept Money Orders nor Checks \$32.65 is your total**
- Make your Payment using **US Bank E-Pay**, Click the **Blue Continue to US Bank E-Pay icon**
- Once the information is complete, click **Continue Fingerprint**
- Review Payment, Enter Date of Birth, Accept the Terms & Conditions, and then click **Confirm**
- Please ensure that your payment was **Accepted** and was **Confirmed**

Bring the following items with you to your fingerprinting appointment:

- A copy of your fingerprinting registration
- A **valid** driver's license or state ID

FINGERPRINTS MUST BE TAKEN AT 160 S. HOLLYWOOD. PLEASE DO NOT GO TO ANY OTHER LOCATION.

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

Call 1-855-226-2937 if you have any issues registering on-line