

April 19, 2023

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 **May 1, 2023 @ 11:00 AM 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.*

FORWARD AUCTION BID - SNAPPER 200XP RIDING ZERO-TURN MOWERS

The Shelby County Board of Education ("SCBE") is requesting bids for **Forward Auction Bid - Snapper 200XP Riding Zero-Turn Mowers.**

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

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

Questions or requests for clarification of technical issues and terms pertaining to this Bid must be submitted in writing via e-mail to **Mary Taylor at taylorm15@scsk12.org or LaJuanna Jones-Sulton at jonessultonlm@scsk12.org, by April 26, 2023 @ 2:00 PM CST**

ISSUED BY: Mary Taylor BID # 05012023MT

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

NAME OF FIRM

PHONE #

FAX #

ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

AUTHORIZED REPRESENTATIVE NAME

____ CHECK HER IF YOU ARE A MINORITY VENDOR

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

PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Invitation for Bid (IFB) is soliciting bids for **Forward Auction Bid - Snapper 200XP Riding Zero-Turn Mowers**.

2.0 BACKGROUND

Shelby County Board of Education (SCBE) is the legal name of the Memphis-Shelby County Schools (MSCS) district. MSCS is Tennessee's largest public school district and is among the 25 largest public-school districts in the United States. MSCS serves 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.

Memphis-Shelby County Schools has created a data-driven culture that serves as the backdrop for strategic decision-making and informed solution-based decisions. The information gleaned from data, research-based strategies, and performance outcomes provides our district with amazing opportunities to offer high-quality educational options to every student.

The MSCS mission is to prepare all students for success in learning, leadership, and life through three strategic initiatives. The initiatives are:

1. Strengthen Early Literacy (K-2) and Continuing Literacy (3-12)
2. Recruit, Retain, Immerse, and Entrench
3. Relevant, Rigorous, and Equitable Academics

3.0 SCOPE OF WORK

The SCBE requests bids for **Forward Auction Bid - Snapper 200XP Riding Zero-Turn Mowers**.

Memphis-Shelby County Schools (MSCS) offers "For Sale" to the "Highest Bidder" new unused Zero-Turn Mowers.

4.0 NOTICE OF INTENT TO AWARD

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

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

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

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

2.0 PRE-VIEW DATE OF THE MOWERS

A **pre-view date of the mowers** is scheduled for this project and the bidders are required to sign-in at the Main Office at the stated date/time and location listed below.

Farmville Warehouse, 1384 Farmville Road, Memphis, Tn 38122, on April 25, 2023 @ 9:00 AM -2:00 PM CST.

If you would like to schedule an appointment to view the riding mowers after the pre-view date, please contact Keshia Pigues, Asset Inventory Manager at (901) 674-7736 or via email at piguescd@scsk12.org.

3.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN April 26, 2023 @ 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 April 27, 2023**, website <http://www.scsk12.org/procurement/bids>. Please do not submit question in PDF format.

4.0 BID TIMELINE

| | |
|------------------------------------|---|
| Bid Posted | April 19, 2023 |
| Pre-View Date of the Mowers | April 25, 2023 @ 9:00 A.M.-2:00 P.M. CST |
| Questions Due | April 26, 2023 @ 2:00 PM, CST |
| Q&A Posted | April 27, 2023 @ 4:00 PM, CST |
| Bid Submission | May 1, 2023 @ 11:00 AM, CST |

5.0 POINT OF CONTACT

Mary Taylor, Senior Advisor
Procurement
taylorm15@scsk12.org

LaJuanna Jones-Sulton, Director
Procurement
jonessultonlm@scsk12.org

6.0 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.

7.0 SUBMISSION DEADLINE

In order to be eligible for consideration, bids must be received in the Procurement Office no later than **11:00 AM CST on May 1, 2023, 160 South Hollywood Street, Room #126, Memphis, TN 38112**. Vendors mailing bids shall allow sufficient carrier delivery time to ensure timely receipt of their bid in the Office of Purchasing & Supply Services prior to the deadline. Any bid received in the Purchasing Office after the submission deadline, no matter what the reason, will be returned unopened. **Bids responses delivered to any other location shall not constitute delivery to the Procurement Services Office.**

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

All bids shall be publicly opened at the **Procurement Services Office, 160 South Hollywood Street, Room #126, Memphis, TN 38112** on the date specified on the bid. In the event of inclement weather on the due date of a bid and The 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.

9.0 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 also serves to publish any addenda, associated materials, Contractor questions and the SCBE's responses, and other solicitation related information.

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.

10.0 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.

11.0 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.

12.0 BASIS OF AWARD

The equipment will be sold “as-is, where-is” items and will be sold as “multiple lots” or “individually” and awarded to the highest bidders.

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

5. The Procurement Director shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.
- 15.0 Payment must be made by cashier's check prior to moving equipment.
- 16.0 The cashier's check should be made payable to: Memphis-Shelby County Schools sent to the Accounting & Reporting, 160 So. Hollywood Street, Room 226, Memphis, TN 38112. Please contact Accounting & Reporting at (901) 416-5571 regarding process for submitting ACH payment.
- 17.0 The successful highest bidder(s) will be notified of the date and time to submit their payment and pick up the new unused zero-turn mowers following the notification of award.
- 18.0 Memphis-Shelby County Schools reserves the right to reject all bids.

PART III: BID SUBMISSION REQUIREMENTS

1.0 GENERAL FORMAT

- A. Bidders must submit one (1) original and one (1) USB (with Bid formatted into a single pdf file) of the bid submission at the date and time that bids are due. 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.** Completed Non-Collusion Certificate (Notarized) (Appendix B)
- b.** Completed Debarment Affidavit (Notarized) (Appendix C)
- c.** Completed Anti-Bribery Affidavit (Notarized) (Appendix D)
- d.** Completed Pricing Quote Confirmation (Appendix E)
- e.** Completed Addenda Acknowledgement form (Appendix F)
- f.** Complete Promise of Non-Discrimination Statement (Appendix G)
- g.** Local Preference Purchasing (Appendix H)
- h.** Completed Certificate of Insurance (Appendix I)
- i.** Completed Bid Cost Form (Appendix J)

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

PART IV: SCOPE OF WORK

FORWARD AUCTION BID - SNAPPER 200XP RIDING ZERO-TURN MOWERS

Sale of New Unused Lawn Equipment

Please indicate the quantity and highest bid price for the riding mowers. We have a total of eighty-seven (87) riding mowers for sale to the highest bidder(s). The reserve minimum price for the Zero-Turn Riding Mower is **\$7,500.**

| QUANTITY | DESCRIPTION | MANUFACTURER | MODEL NO. |
|-----------------|------------------------|---------------------|------------------|
| 87 | Zero Turn Riding Mower | Snapper Pro 200XP | 5901664 |

Snapper Pro S200XP Professional Riding Mower

Features:

- Vanguard EFI engine with Oil Guard
- The engine has 28 gross HP
- 2 cylinder with electric start
- Fuel tank has a 10-gallon capacity
- Up to 10 mph forward and 5 mph reverse
- S200XT with 61" cutting deck
- 1.5" to 5" cutting height
- Unit comes with striping kit cutting system, iCD
- Easy to use electric blade engagement
- Greaseable spindles made of cast-iron
- Back tires are 24 x 12-12 in size
- Front caster tires are 13 x 6.5 - 6 pneumatic
- Overall length of zero turn is 79"
- With deflector down it is 76" wide and 63" up
- Unit weighs 1190 lbs. dry weight

Note: The equipment will be sold "as-is, where-is" items and will be sold as "multiple lots" or "individually" and awarded to the highest bidders.





PART V: BID FORMS

BID IDENTIFICATION SUBMITTAL FORM

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

IFB# 05012023MT

PROJECT TITLE: Forward Auction Bid - Snapper 200XP Riding Zero-Turn Mowers

PROJECT LOCATION: Farmville Warehouse, 1384 Farmville Road, Memphis, Tn 38122

BIDDER IDENTIFICATION

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

PART VI: APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR SEALED BIDS

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

1.0 INVITATION TO BID

- A. The SCBE invites all interested and qualified vendors to submit sealed bids for the procurement of goods and services in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- B. Bidder may be asked to submit supporting documentation for bid analysis in reference to Memphis-Shelby County Schools Local Preference Purchasing Program (Policy #2011).

2.0 GENERAL BID REQUIREMENTS

- A. **SINGLE PRICE:** The Bidder will not be allowed to offer more than one price on each item even though the Bidder may feel that it has two or more types or styles that will meet specifications. Bidder must determine which to offer. If said Bidder should submit more than one price on any item, all prices for that item will be rejected.
- B. **AGGREGATE BIDS:** Where provision is made on the Bid form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the 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 highway use taxes.

- F. EXTRA CHARGES:** Unless agreed by the parties in writing, charges in excess of the amounts agreed upon in the final contract shall not be allowed.
- G. NO COMMITMENT:** This IFB does not commit 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.

4.0 STABILITY OF FIRM

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

5.0 FEDERAL GRANT FUNDS

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

6.0 QUALIFICATION SUBMISSION

- A. **BIDDER ADDRESS:** Each bid must show the full business address, telephone number, email and fax number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary.
- B. **PARTNERSHIPS:** Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- C. **CORPORATIONS:** Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing 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 contact, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. The SCBE shall pay for all of the purchases, if any, incurred up to the date of the termination notice.

- B. TERMINATION FOR DEFAULT:** 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's 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.

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

C.3. Other Insurance

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

C.9. Approval of Forms and Companies

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

19.0 BID FORM

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

20.0 SENSITIVE INFORMATION

- A. The bidder shall not publish or otherwise disclose, except to the 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 wrongdoing 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 # 05012023MT

PROJECT TITLE: Forward Auction Bid - Snapper 200XP Riding Zero-Turn Mowers

PROJECT LOCATION/SCHOOL: Farmville Warehouse, 1384 Farmville Road, Memphis, Tn 38122

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 # 05012023MT

PROJECT TITLE: Forward Auction Bid - Snapper 200XP Riding Zero-Turn Mowers

PROJECT LOCATION/SCHOOL: Farmville Warehouse, 1384 Farmville Road, Memphis, Tn 38122

_____, 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 # 05012023MT

PROJECT TITLE: Forward Auction Bid - Snapper 200XP Riding Zero-Turn Mowers

PROJECT LOCATION/SCHOOL: Farmville Warehouse, 1384 Farmville Road, Memphis, Tn 38122

_____, 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 # 05012023MT

PROJECT TITLE: Forward Auction Bid - Snapper 200XP Riding Zero-Turn Mowers

PROJECT LOCATION/SCHOOL: Farmville Warehouse, 1384 Farmville Road, Memphis, Tn 38122

CONTRACTOR NAME: _____

ADDRESS: _____

TO: BOARD OF EDUCATION OF SHELBY COUNTY

We propose to provide **Forward Auction Bid - Snapper 200XP Riding Zero-Turn Mowers** 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 # 05012023MT**.

Instructions:

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

The undersigned agrees to furnish all labor, materials, and services necessary to provide for **Forward Auction Bid - Snapper 200XP Riding Zero-Turn Mowers** 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 # 05012023MT

PROJECT TITLE: Forward Auction Bid - Snapper 200XP Riding Zero-Turn Mowers

PROJECT LOCATION/SCHOOL: Farmville Warehouse, 1384 Farmville Road, Memphis, Tn 38122

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# 05012023MT

PROJECT TITLE: Forward Auction Bid - Snapper 200XP Riding Zero-Turn Mowers

PROJECT LOCATION/SCHOOL: Farmville Warehouse, 1384 Farmville Road, Memphis, Tn 38122

CONTRACTOR NAME: _____

ADDRESS: _____

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

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

CONTRACTOR’S AUTHORIZED REPRESENTATIVE

NAME _____

TITLE _____

SIGNATURE _____

DATE _____

LOCAL PREFERENCE PURCHASING

I. PURPOSE

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

II. SCOPE

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

III. DEFINITION

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

IV. POLICY STATEMENT

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

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

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

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

Exceptions

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

Restrictions

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

V. RESPONSIBILITY

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

APPENDIX I – CERTIFICATE OF INSURANCE COVERAGE

(TO BE SUBMITTED WITH BID)

IFB # 05012023MT

PROJECT TITLE: Forward Auction Bid - Snapper 200XP Riding Zero-Turn Mowers

PROJECT LOCATION/SCHOOL: Farmville Warehouse, 1384 Farmville Road, Memphis, Tn 38122

VENDOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

The below signed hereby certifies that the following information is true and correct. [Please note there may be other minimum coverage requirements based on the specifics of the project. Please see Appendix A-16 (Contract Terms and Conditions) – g (Insurance).]

| TYPE OF COVERAGE | MINIMUM REQUIRED LIMITS | POLICY OR BINDER NUMBER | ACTUAL LIMITS PROVIDED | EXPIRATION DATE |
|----------------------------------|----------------------------|-------------------------|------------------------|-----------------|
| COMMERCIAL GENERAL LIABILITY OCC | \$1,000,000 | | | |
| COMMERCIAL GENERAL LIABILITY AGG | \$2,000,000 | | | |
| BUSINESS AUTOMOBILE LIABILITY | \$1,000,000 PER OCCURRENCE | | | |
| EMPLOYERS LIABILITY | \$1,000,000 | | | |
| WORKMAN'S COMP | \$1,000,000 | | | |

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

() POLICY WILL BE OBTAINED/ISSUED ON _____

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

- SCBE is hereby named as Additional Insured.
- The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to SCBE.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by SCBE.

- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- SCBE is hereby granted authority to contact the agency directly to confirm SCBE information or obtain copies of certificates of insurance. SCBE bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to SCBE. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The successful bidder will be required to provide insurance coverage as shown in General Conditions of IFB and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID. This can be done by one of the two following methods:

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

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

SCBE is hereby named as Additional Insured.

The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to SCBE.

The insurance company is prohibited from pleading government function in the absence of any specified written authority from SCBE.

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

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

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

(AUTHORIZED AGENT'S SIGNATURE)

(DATE)

APPENDIX J – BID PROPOSAL FORM

(TO BE SUBMITTED WITH BID)

IFB# 05012023MT

PROJECT TITLE: Forward Auction Bid - Snapper 200XP Riding Zero-Turn Mowers

PROJECT LOCATION: Farmville Warehouse, 1384 Farmville Road, Memphis, Tn 38122

I. Provide the quantity and the cost for each and the extended cost.

Quantity _____ Price for Each \$ _____ Extended Cost \$ _____

TOBACCO USE OR POSSESSION

I. PURPOSE

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

II. SCOPE

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

III. POLICY STATEMENT

The Memphis-Shelby County Schools system prohibits student smoking or possession of tobacco products, lighters or matches, on school campuses, at school sponsored activities or on school buses. Additionally, smoking and/or the use of all tobacco products, including smokeless tobacco, are prohibited in all Board of Education 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 areas, including but not limited to, bleachers used for sporting events, or public restrooms; and in all vehicles, 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.