October 9, 2026

SHELBY COUNTY BOARD OF EDUCATION

PROCUREMENT SERVICES

160 Glenn Rogers Sr. 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 **November 10, 2026 @ 10:00 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 BIDDER, CONTRACTOR, OR RESPONDENTS 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.*

SCHOOL UNIFORM VOUCHERS FOR DISPLACED STUDENTS

The Shelby County Board of Education ("SCBE") is requesting bids for **School Uniform Vouchers for Displaced Students** .

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 the 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 **Brittanee Sabb at sabbb@scsk12.org** by **October 19, 2026 @ 10:00 AM CST**

ISSUED BY: Brittanee Sabb, Procurement Buyer **IFB #111026BS**

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 HERE IF YOU ARE A SMALL BUSINESS ENTERPRISE.
____ CHECK HERE SHOWING SHELBY COUNTY LICENSE IS ATTACHED.
____ CHECK HERE IF YOUR COMPANY QUALIFIES AS A LOCAL 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 **School Uniform Vouchers for Displaced Students** .

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 more than 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 **School Uniform Vouchers for Displaced Students** Responses submitted must meet or exceed all requirements. Bids that do not meet or exceed all requirements will be considered non-responsive. (**See pages 11-12 for the detailed scope**).

4.0 NON-EXCLUSIVE

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

5.0 NOTICE OF INTENT TO AWARD

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

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

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

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

2.0 TERM OF AGREEMENT

NA

3.0 PRE-BID MEETING

NA

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 October 19, 2026 @ 10:00 AM CST**. Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on SCBE by **EOD CST on October 21, 2026**, on the website https://www.scsk12.org/procurement25/?PN=886. Please do not submit questions in PDF format.

5.0 BID TIMELINE

Bid Posted	**October 9, 2026**
Questions Due	**October 19, 2026 @ 10:00 AM**
Q&A Posted	**October 21, 2026, EOD**
Bid Submission	**November 10, 2026 @ 10:00 AM**

6.0 POINT OF CONTACT

Brittanee Sabb, Buyer
Procurement
sabbb@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.MSCSk12.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 **10:00 AM CST on November 10, 2026, 160 Glenn Rogers Sr. St, 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. **Bid responses delivered to any other location shall not constitute delivery to the Procurement Services Office.**

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 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 Glenn Rogers Sr. St, 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.

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 @https://www.scsk12.org/procurement25/?PN=886 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.

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 @ https://www.scsk12.org/procurement25/?PN=886, Doing Business with MSCS.

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

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

NA

16.0 LIQUIDATED DAMAGES

NA

17.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

NA

18.0 COMPLIANCE WITH LAWS

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

19.0 BONDING

N/A

20.0 TERMS AND CONDITIONS

Any contract entered 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

The contract(s) will be made in the best interest of MSCS, as determined by MSCS, to the best, qualified, lowest responsible and responsive bidder(s) who's offering the lowest bid price on time and materials. MSCS reserves the right to award all, or part of this solicitation based on the best interest of the District.

22.0 OPTION TO RENEW CONTRACT PERIOD

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

Price adjustments from the contractor/producer/processor/manufacturer for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least sixty (90) days prior to the renewal term and shall be accompanied by supporting documentation.

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

23.0 STATE OF TENNESSEE CERTIFICATE OF EXISTENCE

Title 48 of Tennessee Code requires all contractors and subcontractors that are domestic or foreign Corporations, Limited Liability Companies, Limited Partnerships, or Limited Liability Partnerships to be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization). This includes being duly incorporated, authorized to transact business, and/or in compliance with other requirements as detailed by the Secretary of State.

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

Certificates of Status may be obtained online at https://tnbear.tn.gov/ecommerce/default.aspx.

Bidder(s) 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 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.

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 Financial Officer, 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.

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 CFO 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 Financial Officer.
The Superintendent will evaluate the issues involved and render a decision. The decision of the Superintendent is final.

PART III: BID SUBMISSION REQUIREMENTS

1.0 GENERAL FORMAT

A. Bidders must submit one (1) 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 (to be submitted with the bid) (TAB B): (include the following)

1. Completed Bid Identification Submittal Form
2. Completed Non-Collusion Certificate (**Notarized**) (Appendix B)
3. Completed Debarment Affidavit (**Notarized**) (Appendix C)
4. Completed Anti-Bribery Affidavit (**Notarized**) (Appendix D)
5. Completed Pricing Confirmation (Appendix E)
6. Completed Addenda Acknowledgement Form (Appendix F)
7. Completed Promise of Non-Discrimination Statement (Appendix G)
8. Completed State of Tennessee Non-Boycott of Israel Certification (Appendix I)
9. Completed State of Tennessee Iran Divestment Act Certification (Appendix J)
10. Completed Certification Regarding Lobbying (Appendix K)

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

PART IV: SCOPE OF WORK

INSTRUCTIONS TO BIDDERS:

To be considered, bids must be made in accordance with these instructions to bidders. This is a sealed bid. Memphis-Shelby County Schools will not accept bids once the bid closes. An award letter will be sent to the winning bidder designating the execution date of the contract.

Bidders are requested to submit their lowest and best net price. The unit price for each item offered should include all discounts.

- Discounts should not be shown as such but rather included in the net bid price. Payment terms are net 30 days.

The District reserves the right to reject any or all bids, to waive formalities, and to award the bid to either the lowest responsible bidder or the bidder who provides goods or services at the best value for the District. In determining the best value the District may consider the following:

1. The purchase price;
2. The reputation of the bidder and the bidder's goods or services;
3. The quality of the bidder's goods or services;
4. Availability of services during the school year
5. The extent and volume to which the goods or services meet the District's needs;
6. Bidder must have uniform stores in multiple locations through the city of Memphis, TN with a minimum of two locations in different areas of the. The store locations should be accessible to public transportation through bus routes.
7. Ability to have fraud controls that prevent duplicate vouchers from being used twice for purchase.
8. The total long-term cost to the district to acquire the bidder's goods or services; and
9. Any other criteria are specifically listed in this request for bids.
   Prices shall be net, including all exempt taxes.

Bidders may withdraw their proposals at any time prior to the time specified as the closing time acceptance of bids. Bidders shall furnish with their proposal a complete brochure covering the uniforms to be provided. The brochure may be sent as a website link showing District discounts or as hard copy.

UNIFORMS GENERAL SPECIFICATIONS AND REQUIREMENTS

Female

Tops: Polo Style (Long & Short Sleeve)
Button down Oxford Cloth Style (Long & Short Sleeve)

- 60% cotton & 40% polyester
- Stain, fade and pill resistant
- Wrinkle resistant fabric (Oxford)
- Double-needle stitching (Polo)

Sizes:

- Girls, Girls Plus, Juniors, Juniors Plus, Misses, Plus and Maternity
- 4-7x, x-small – xx-Large, Plus sizes

Bottoms: Variety of Pants, shorts and skirts

- 65% polyester & 35% cotton
- Durable polyester and cotton fabric that resists wrinkling, fading and pilling.

Sizes: Variety of sizing for a perfect fit

- Girls, Girls Plus, Juniors, Juniors Plus, Misses, Plus and Maternity
- Long and short length in pants

Male

Tops: Polo Style (Long & Short Sleeve)
Button Down Oxford Cloth Style (Long & Short Sleeve)

- 60% cotton & 40% polyester
- Stain, Fade and pill resistant
- Taped neck steam
- Double-needle stitching (Polo)
- Classic detailing with extra care on the details for durability (Oxford)
- Wrinkle resistant fabric (Oxford)

Sizes: Boys, Husky, Big Boys, and Men

Pants: Variety of styles

- 65% polyester & 35% cotton
- Durable polyester & cotton fabric that resists wrinkling, fading and pilling
- Regular, slim & husky sizing for a perfect fit
- Inside knee patches up to size 10
- Adjustable interior waistband in boys' sizes

Sizes:
Boys, Regular, Slim, Husky, Big Boys, and Men

PART V: BID FORMS

PART VI: APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR SEALED BIDS

(not required to be submitted with the bid)

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 dir4ections 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 RSPONDENT RELATING TO A PENDING PROJECT OR AWARD (WHETHER BY WRITING, TELEPHONE, E-MAIL OR OTHERWISE) OUTSIDE OF PROPERLY SCHEDUELED MEETINGS, OTHER THAN AS INTENDED AND INITIATED BY AN SCBE STAFF MEMBER, SHALL BE GROUNDS FOR DISQUALIFICATION OF THE BIDDER FROM THE PROCESS. By submitting a Bid, the BIDDER, represents and warrants that it has not made, and will not make, any contact prohibited by this paragraph.

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 Bidders 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 bidder 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 bidder and the bidder understands and agrees that the bidder must 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. **See Davis Bacon guidelines located on the end of these bid documents.**

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' 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, 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# 111026BS School Uniform Vouchers for Displaced Students

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# 111026BS School Uniform Vouchers for Displaced Students

_____, 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# 111026BS School Uniform Vouchers for Displaced Students

_____, 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# 111026BS School Uniform Vouchers for Displaced Students

CONTRACTOR NAME: _____

ADDRESS: _____

_____

TO: BOARD OF EDUCATION OF SHELBY COUNTY

We propose to provide **School Uniform Vouchers for Displaced Students** 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# 111026BS School Uniform Vouchers for Displaced Students.**

Instructions:

Each vendor shall provide a percentage discount. The percentage shall be fixed for the initial contract award year(s).

The undersigned agrees to furnish all labor, materials, and services necessary to provide for **School Uniform Vouchers for Displaced Students** Board of Education of Shelby County in accordance with the attached specifications, and other related contract documentation.

Name _____ **Title** _____

Signature _____ **Date**_____

Email Address _____

APPENDIX F - ADDENDA ACKNOWLEDGEMENT
(TO BE SUBMITTED WITH BID)

IFB# 111026BS School Uniform Vouchers for Displaced Students

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# 111026BS School Uniform Vouchers for Displaced Students

CONTRACTOR NAME: _____

ADDRESS: _____

_____

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

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any Proposal submitted to Memphis-Shelby County Schools or the performance of any contract resulting from;

(2) That it is and shall be the policy of this Company to provide equal opportunity to all businesspersons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;

(3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make voluntary good faith efforts to solicit LSBEs to do business with this Company;

(4) That the promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

(5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and

(6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

CONTRACTOR'S AUTHORIZED REPRESENTATIVE

NAME _____ **TITLE** _____

SIGNATURE _____ **DATE** _____

(Appendix H)

Shelby County Board of Education

2011

Issued Date: 01/29/13

Revised: 08/31/21

LOCAL PREFERENCE PURCHASHING

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 BID PROPOSAL COST FORM
(TO BE SUBMITTED WITH BID)

IFB# 111026BS School Uniform Vouchers for Displaced Students

This is an All or None Bid

Year 1

Female						
Sizes	**Polo Long Sleeve**	**Polo Short Sleeve**	**Pants-Long**	**Pants - Short**	**Skirts**	**Shorts**
Regular	$	$	$	$	$	$
Slim	$	$	$	$	$	$
Girls Plus	$	$	$	$	$	$
Juniors	$	$	$	$	$	$
Juniors Plus	$	$	$	$	$	$
Misses	$	$	$	$	$	$
Plus	$	$	$	$	$	$
Maturnity	$	$	$	$	$	$

Male			
Sizes	**Polo Long Sleeve**	**Polo Short Sleeve**	**Pants**
Boys	$	$	$
Regular	$	$	$
Slim	$	$	$
Husky	$	$	$
Big Boys	$	$	$
Men	$	$	$

Note: Please give the cost for each year.

This is an All or None Bid

Year 2 Option to renew

Female						
Sizes	**Polo Long Sleeve**	**Polo Short Sleeve**	**Pants-Long**	**Pants - Short**	**Skirts**	**Shorts**
Regular	$	$	$	$	$	$
Slim	$	$	$	$	$	$
Girls Plus	$	$	$	$	$	$
Juniors	$	$	$	$	$	$
Juniors Plus	$	$	$	$	$	$
Misses	$	$	$	$	$	$
Plus	$	$	$	$	$	$
Maturnity	$	$	$	$	$	$

Male			
Sizes	**Polo Long Sleeve**	**Polo Short Sleeve**	**Pants**
Boys	$	$	$
Regular	$	$	$
Slim	$	$	$
Husky	$	$	$
Big Boys	$	$	$
Men	$	$	$

Note: Please give the cost for each year.

Year 3 Option to renew

Female						
Sizes	Polo Long Sleeve	Polo Short Sleeve	Pants-Long	Pants - Short	Skirts	Shorts
Regular	$	$	$	$	$	$
Slim	$	$	$	$	$	$
Girls Plus	$	$	$	$	$	$
Juniors	$	$	$	$	$	$
Juniors Plus	$	$	$	$	$	$
Misses	$	$	$	$	$	$
Plus	$	$	$	$	$	$
Maternity	$	$	$	$	$	$

Male			
Sizes	Polo Long Sleeve	Polo Short Sleeve	Pants
Boys	$	$	$
Regular	$	$	$
Slim	$	$	$
Husky	$	$	$
Big Boys	$	$	$
Men	$	$	$

Note: Please give the cost for each year.

APPENDIX J – NON-BOYCOTT OF ISREAL
(TO BE SUBMITTED WITH BID)
IFB# 111026BS School Uniform Vouchers for Displaced Students

STATE OF TENNESSEE
NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars ($250,000) or to contractors with less than ten (10) employees.
According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

1) In compliance with, or adherence to, calls for a boycott of Israel, or

2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

Signature of Authorized Representative	**Date**
Printed Name	**Phone Number / Email Address**

APPENDIX K – IRAN DIVESTMENT ACT

(TO BE SUBMITTED WITH BID)
IFB# 111026BS School Uniform Vouchers for Displaced Students

STATE OF TENNESSEE

IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON SUPPLIER IDENTIFICATION NUMBER:	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website:
https://www.tn.gov/generalservices/procurement/centralhttps://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.htmlprocurement-office--cpo-/library-/public-information-library.html

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

_____

CONTRACTOR SIGNATURE

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

_____

PRINTED NAME AND TITLE OF SIGNATORY

_____**DATE**

APPENDIX L - CERTIFICATION REGARDING LOBBYING

(TO BE SUBMITTED WITH BID)

IFB# 111026BS School Uniform Vouchers for Displaced Students

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

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

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

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

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

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

_____

FNS Grant/Cooperative Agreement

_____

Name/Address of Organization

_____

_____

Name/Title of Submitting Official Signature **Date**

TOBACCO USE OR POSSESSION

I. PURPOSE

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

II. SCOPE

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

III. POLICY STATEMENT

The Memphis-Shelby County Schools system prohibits student smoking or possession of tobacco products, lighters or matches, on school campuses, at school sponsored activities or on school buses. Additionally, smoking and/or the use of all tobacco products, including smokeless tobacco, are prohibited in all Board of Education buildings[1] (schools and other facilities); in any public seating areas, including but not limited to, bleachers used for sporting events, or public restrooms[2] ; 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.

B. 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.

Memphis-Shelby County Schools
Vendor/Contractor Fingerprint Instructions

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

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

Bring the following items with you to your fingerprinting appointment:

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

Please call **Identogo** at 1-855-226-2937 for all technical issues registering on-line.
Please call **TBI** at 1-615-744-4095 for all questions regarding your background record.

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