

SHELBY COUNTY BOARD OF EDUCATION

PROCUREMENT SERVICES

160 Glenn Rogers Sr. Street, Room 126 | Memphis, Tennessee 38112-4892 | Phone (901) 416-5376

(This proposal will not be accepted electronically or by facsimile. All proposals must be mailed or delivered to the above address.)**REQUEST FOR PROPOSAL***(NOT AN ORDER)*

Please submit proposals on the item(s) listed below. The right is reserved to reject any or all Proposals. If substitutions are offered, give full particulars. The Proposal must be submitted no later than **November 02, 2026 @ 1:00 PM, CST.**

The Shelby County Board of Education reserves the right to accept or reject any or all proposals, 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 Vendors 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.

REQUEST FOR PROPOSAL**Lowrance K-8 Asphalt Paving**

For the purposes of this document, SCBE shall mean The Shelby County Board of Education and MSCS shall mean The Memphis and Shelby County Schools. The term District shall mean the Memphis Shelby County School District. Proposals **MUST** be received by Memphis-Shelby County Schools ("MSCS" or "District") by the due date and time set forth above.

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

Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to **Douglas Williason at williamsondd@scsk12.org** and received no later than **October 19, 2026 by 10:00 AM/CST.**

ISSUED BY: Douglas Williamson, Senior Buyer**RFP # 110226DW**

We propose to furnish the item(s) and/or services outlined in the proposal at prices quoted and guarantee safe delivery **F.O.B. delivered** and as specified. Proposals 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

E-MAIL ADDRESS

AUTHORIZED REPRESENTATIVE NAME

_____ **CHECK HERE IF YOUR COMPANY QUALIFIES AS A SMALL BUSINESS ENTERPRISE**

_____ **CHECK HERE IF YOUR COMPANY QUALIFIES AS A LOCAL VENDOR**

PLEASE NOTE: Per the Memphis-Shelby County Schools Local Preference Purchasing Board Policy 2011, local preference purchasing means giving preference to businesses located within Shelby County, Tennessee where local vendors must have a physical address located within the limits of Shelby County for at least six (6) months prior to the bid or proposal opening date. A Post Office Box is not acceptable.

_____ **CHECK HERE IF YOU ATTACHED A COPY OF A VALID SHELBY COUNTY BUSINESS LICENSE**

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

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PART I: SCOPE OF WORK

1.0 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 more than 106,000 students in more than 200 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 meet 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

2.0 SCOPE OF SERVICES

SCBE requests proposals for: **Lowrance K-8 Asphalt Paving**. A description of the requested services is contained in the Request for Proposal on page 14. Responses submitted must meet or exceed all requirements. Proposals that do not meet or exceed all requirements will be considered non-responsive. No exceptions.

3.0 NON-EXCLUSIVE

The intent of this contract is to provide SCBE with an expedited means of procuring supplies and/or services. The contract resulting from this proposal is for the convenience of SCBE and is considered to be a "Non-Exclusive" use contract. SCBE does not guarantee any predetermined usage or quantities.. 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(s) listed in the price schedule.

4.0 NOTICE OF INTENT TO AWARD

A Notice of Intent to Award is written notification that a vendor has been selected for a contract award. This letter is not a guarantee of award. The Board of Education reserves the right to reject or accept the recommendation submitted as a result of this RFP. If the Board accepts and approves the recommendation, an executed agreement will be submitted to the successful supplier. 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 SCBE and/or third-party participant.

Proposal 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.

2.0 TERMS OF AGREEMENT

The work shall begin after issuance of the Purchase Order. The estimated start time is 01/04/27. Final completion date is projected to be 12/15/27.

3.0 PRE-PROPOSAL CONFERENCE / SITE VISIT

There will be a mandatory pre-proposal conference held on **October 9, 2026 at 9:00AM/CST**. The Mandatory Pre-Proposal Conference will be at **Lowrance K-8, 7740 Lowrance Rd., Memphis, TN 38125**.

It will be required that your company representative signs in at the Mandatory Pre-Proposal Conference. It shall be the responsibility of each respondent to verify all information so that appropriate and adequate responses can be submitted. No proposals from any vendor failing to participate in the Mandatory Pre-Proposal Conference will be accepted. It will be the respondent's responsibility to schedule visits to other additional sites through the MSCS project liaison. No allowances will be made for errors in quotations due to any respondent not visiting the sites prior to submitting their proposal. All questions must be submitted in writing to the Department of Procurement Services based on the date and time indicated in the RFP.

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions must 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 13, 2026 @ 10:00 a.m. CST**. Questions that are deemed to be substantive in nature will be responded to in the form of a Questions and Answers and posted on **October 19, 2026 by EOD** on the SCBE website <https://www.scsk12.org/procurement25/> and News Paper. Please do not submit questions in PDF format.

RFP Schedule

RFP Post	October 02, 2026
Mandatory Pre-proposal Conference/Site Visit	October 09, 2026, 9:00 AM (CST)
Questions Due	October 13, 2026, 10:00 AM (CST)
Q&A Post on Website	October 19, 2026, EOD
RFP Due Date/Time	November 02, 2026, 1:00 PM (CST)

5.0 POINT OF CONTACT

Douglas Williamson, Senior Buyer
Procurement Office, Room 126
williamsondd@scsk12.org

6.0 CONTRACT FACILITATOR /SCBE SUPERVISION

The Vendor's performance will be under the technical direction of the Stakeholder, who will be responsible for ensuring vendor's compliance with the requirements of this contract to include managing the daily activities of the contract, providing technical guidance to the contract, and overall project scheduling and coordination. The vendor shall be accountable to the end users on all matters relating to the scope of work.

7.0 CONTRACT TYPE

The contract resulting from this solicitation will be a price contract based on the scope of work.

8.0 PAYMENT TERMS

The Vendor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line-item price on the Purchase Order and made within 30 days after the date on the invoice.

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

In the event that Memphis-Shelby County Schools (MSCS) closes schools or suspends operations due to inclement weather or other weather-related emergencies, the Contractor shall compensate all assigned employees who were regularly scheduled to work during the closure period at their full regular rate of pay for all scheduled hours missed as a direct result of the closure. Under no circumstances shall vendor personnel experience a reduction in compensation due to an MSCS-authorized inclement weather closure. The Contractor shall be solely responsible for all wages, payroll taxes, benefits, and related employment obligations associated with this requirement. Compliance with this provision is a material condition of the contract and failure to adhere to this requirement may constitute grounds for corrective action, contract default, or termination.

9.0 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be posted on SCBE's Procurement Office website @ <https://www.scsk12.org/procurement25/>. All addenda, amendments or changes issued shall be deemed received by Vendor provided they are posted to SCBE Procurement Office website. Failure of any Vendor to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

10.0 SUBMISSION DEADLINE

To be eligible for consideration, proposals must be received at the Procurement Office no later than **November 02, 2026 @ 2:00 PM CST**. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal to the Procurement Office. After the submission deadline, no matter what the reason, proposals will be returned unopened. Delivery to SCBE mailroom, lobby, etc. shall not constitute delivery. **The Procurement Office is located at 160 Glenn Rogers Sr. Street Room 126 (formerly 160 South Hollywood Street, Room 126). Proposal responses delivered to any other location shall not constitute delivery to the Procurement Services Office.**

11.0 PROPOSAL OPENING

The SCBE shall receive sealed proposals until the solicitation due date indicated on the bid front cover sheet. RFP Proposals are **not** opened publicly.

12.0 DURATION OF OFFER

A proposal submitted in response to this solicitation is binding upon the Vendor and is considered irrevocable for a minimum of **120 days** following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable.

13.0 INSURANCE

All Vendors shall complete and sign the attached Certificate of Insurance with their proposal per the attached insurance requirement form (See Appendix G).

14.0 LIQUIDATED DAMAGES

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

\$500.00/per day substantial completion deadline missed, and \$500.00/per day completion deadline missed.

15.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

In accordance with TN Code Ann. 49-5-413, unless explicitly excluded by statute; and pursuant to Memphis-Shelby County Schools' requirements, Vendors (persons, corporations or other entities) whose employee(s), sub vendor(s), or representative(s) will come in contact or close proximity to MSCS students during the course of business, must require their employee(s), sub vendor(s), or representative(s) to supply a fingerprint sample and

submit to a criminal history check through the Tennessee Bureau of Investigation (TBI), and they will issue them a greenlight letter. Once they receive the greenlight letter, an appointment should be made with Memphis-Shelby County Schools ID Department. A copy of the greenlight letter, along with \$30.00 (exact change or company check), will be required to obtain a MSCS Vendor ID Badge. A MSCS Vendor ID Badge is required before permitting the person to have contact with the children or entering school grounds.

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

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

16.0 COMPLIANCE WITH LAWS

Vendors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Vendors 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 the Vendor.

17.0 LEGAL COMPLIANCE

- A. Vendor shall comply in all respect with Federal, State and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Tennessee. Any disputes, legal cases or other controversies shall be pursued in Tennessee Courts consistent with and subject to Tennessee State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Tennessee Occupational Safety and Health Act Standards.
- B. Specifically, vendor shall comply with all applicable laws and regulations relating to the employment of aliens. Failure to comply with these laws shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of the Vendor and Vendor'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.

17.1 EPA COMPLIANCE

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

18.0 BONDING

- A. **BID BOND:** Contractors are required to submit a bid bond in the amount of five percent (5%) of the total estimated contract amount for each individual school location, as determined by SCBE, to ensure the

satisfactory completion of the work for which a contract or purchase order is awarded that may exceed \$100K. Should the Bidder withdraw their bid response without entering into a contract the Bid Bond may be forfeited in whole or in part.

- B. **PERFORMANCE AND LABOR BOND:** The successful Contractor(s) will be required to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred percent (100%) of the total estimated contract amount for each individual school location, as determined by SCBE, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceeds \$100K.
- C. The bond, cashier or certified check must be made in favor of the **SHELBY COUNTY BOARD OF EDUCATION, MEMPHIS, TENNESSEE 38112.**

19.0 TERMS AND CONDITIONS

Any contract resulting from this proposal this shall be subject to the General Terms and Conditions noted below except as otherwise modified herein.

It shall be the Vendor's sole responsibility to ensure compliance with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. SCBE shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, SCBE may find said Vendor in default.

In the event of conflict between the General Terms and Conditions and any part or portion of the Special Conditions (Appendix A), these General Conditions shall take precedence.

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

20.0 BASIS OF AWARD

The contract(s) will be made in the best interest of MSCS, as determined by MSCS' RFP scoring committee, to the best, most qualified, and most responsive vendor. While cost is a scoring component of an RFP, the award is not based solely on cost.

21.0 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.

Respondents shall submit a State of Tennessee Certificate of Existence or other State of Tennessee issued documentation verifying the respondent 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> .

Respondent(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).

PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT

A. Vendors shall submit the following: Each submission should include as indicated below.

The proposal must include **One (1) original (labeled), one (1) copy (labeled), and 1 (one) USB** in a sealed envelope clearly labeled as indicated in section B below. An electronic version (USB) of the proposal shall also be submitted with the original. The electronic media must be a USB and shall bear a label on the outside containing the RFP number and name, as well as the name of the Vendor.

B. The outside of each package shall be labeled with the following:

IDENTIFICATION SUBMITTAL FORM

2.0 PROPOSAL FORMAT

The proposal must include a table of contents and all pages in the proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

TAB A. TRANSMITTAL LETTER

The proposal is to be accompanied by a brief transmittal letter prepared on the Vendor's letterhead and signed by an individual who is authorized to commit the Vendor to the services and requirements in the RFP and proposal. This transmittal letter shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Vendor to the contract, who will receive all official notices concerning this RFP.
2. The Vendor's Federal Tax Identification Number or Social Security Number.
3. A brief statement illustrating that the Vendor understands the work to be done, the commitment to perform the work within the indicated timeframe, and a statement of why the firm believes it is best qualified to perform the services described in the proposal.
4. A statement indicating that the proposal submitted represents a firm and irrevocable offer for a period of one-hundred twenty (120) days.
5. Acknowledgement of all Addenda to this RFP

TAB B. TABLE OF CONTENTS

TAB C. EXPERIENCE AND CAPABILITIES

The respondent shall provide information on past and current experience providing services similar in size and scope to those in this RFP. This description shall include:

1. A summary of the services offered including the number of years the Vendor provided these services; the number of clients and geographic locations the Vendor currently serves, etc. and has served; and if a past customer, why the Vendor is no longer providing services.
2. An organizational chart of the company showing the major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization; and what resources will be available to support this contract in primary, secondary and back-up roles
3. The names of all key personnel who will perform work under this contract. Include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.
4. At least **three (3)** recent references from customers who are capable of documenting the following: a) the Vendor's ability to manage similar contracts, b) the quality and breadth of services provided by the Vendor under similar contracts (See Appendix C). If Memphis-Shelby County Schools is a client or has been a client of the Respondent for the services outlined in the RFP, MSCS reserves the right to be a reference, if not listed. **Provide written reference testimonials.**

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Vendor shall include in its proposal, completed audited financial statements including the auditor's notes, for its **last three (3) years**. If the Vendor has not had its financial statements audited by an independent accounting firm, the Vendor must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
 - a. Recently audited (or best available) financial statements
 - b. Dun and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Vendor shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with SCBE.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

The Vendor shall provide a detailed description of its proposed approach to completing the Scope of Work outlined in this RFP. The Vendor shall demonstrate its understanding of the project requirements and describe the methods, processes, resources, and strategies it will use to successfully deliver the project.

The Vendor shall also submit a comprehensive Project Plan that identifies key activities, milestones, deliverables, responsible personnel, anticipated timelines, and any significant dependencies or risks. The Project Plan should demonstrate how the Vendor will manage the work from project initiation through completion and ensure that all requirements of the Scope of Work are satisfied.

TAB F. FORMS

1. Special Terms & Conditions for RFP (Appendix A)
2. Addenda Acknowledgement Form (Appendix B) **
3. References (Appendix C) **
4. Completed Non-Collusion Certificate (Notarized) (Appendix D) **
5. Completed Debarment Affidavit (Notarized) (Appendix E) **
6. Completed Anti-Bribery Affidavit (Notarized) (Appendix F) **
7. Certificate of Insurance Coverage (Appendix G) **
8. 2011 Local Preference Purchasing (Appendix H)
9. Cost Proposal Form (Appendix I) **
10. Non-Boycott of Israel Certification (Appendix J) **
11. Iran Divestment Act Certification (Appendix K) **
12. Certificate Regarding Lobbying (Appendix L) **

** Must be submitted with the proposal. In addition, a **Bid Bond (5%)** must be submitted with the proposal.

TAB G. ELECTRONIC MEDIA (INCLUDE WITH SUBMISSION) – USB DRIVE

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

PART IV: EVALUATION AND SELECTION PROCEDURE

1.0 EVALUATION COMMITTEE

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to SCBE, considering technical factors and other factors set forth herein.

2.0 EVALUATION PROCESS

- A. The committee will evaluate each proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Vendors and conducted by mail, E-mail, or facsimile transmission at the discretion of SCBE. During the evaluation process, the committee may request technical assistance from any source.
- C. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of SCBE.
- D. If applicable, SCBE Policy 2011 Local Preference Purchasing will be applied accordingly. Please see Appendix H for policy details.
- E. Vendors may be asked to make an oral presentation or participate in an interview to the Evaluation Committee. The purpose of the oral presentation and/or interview is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. If an oral presentation is requested, the oral presentation is a part of the evaluation.
- F. If it is determined to be in the best interest of SCBE, SCBE may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- G. The Committee will recommend the vendor whose overall proposal provides the most advantageous offer to SCBE considering all RFP requirements, based on evaluation factors set forth in this RFP.

3.0 EVALUATION CRITERIA

The Evaluation committee will evaluate proposals using the following criteria. The committee shall determine which proposals meet the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

- A. Approach to satisfying requirements
- B. Vendor's experience and capabilities/references
- C. Fiscal Integrity/Financial Stability

Evaluation Criteria	Major
	Weights
Qualifications & Experience	35%
Project Plan/Methodology & Approach	45%
References	10%
Cost	5%
Financial Stability	5%
Total	100%

PART V: SCOPE OF SERVICES (DETAILS)

1.0 THE SERVICES

LOWRANCE ELEMENTARY SCHOOL CIVIL AND PAVING PROJECT SCOPE OF WORK

The Scope of Work for the design and build requires Civil Engineering services for the civil and paving projects at Lowrance Elementary School, shall include but is not limited to, the following:

- Design and Engineering shall utilize the “Design/ Planning Principles & Construction Guidelines for Shelby County Schools”, latest edition.
- Design fees are to include required due diligence services including but not limited to those items as listed in Section III “Due Diligence” of the “Design/Planning Principles & Construction Guidelines for Shelby County Schools”, latest edition.
- As required, design services shall include but not be limited to all design, sustainability, ADA compliance, estimating, phasing plans, demolition, civil, landscaping, life safety, and site utility.
- The Basis of Design will be to remove/demo and replace all asphalt paving and speed bumps with new light duty and heavy-duty paving. Refer to TDOT specs for heavy & light-duty pavements.
- Create positive drainage in all cases to prevent standing water. See attached picture for heavy duty pavement in red and light duty pavement in blue.
- Stabilize sub-base for new paving in all cases. The Contractor will be responsible for all testing of subgrade, asphalt, etc. for a complete and functioning system, which includes corrective & preventive erosion control measures as well as grading modifications, as needed.
- Repair of any concrete curbing and sidewalk modifications for ADA compliance.
- Provide and install new ADA, pedestrian and vehicular signage pertaining to new asphalt paving areas to match existing.
- Repairing/cleaning of all storm drainage grates, catch basin boxes, and curb inlets located in parking areas, clean outs, utility valves, utility covers such as but not limited to SA manhole covers if need of required repair/ replacement of vehicular concrete paving and on-site traffic and school signage.
- Contractor is responsible for all storm drainage protection. Storm drainage protecting must be approved before installation.
- Replace directional arrows where existing is present.
- Paint existing fire hydrants on site
- Pour 2’ x 2’x 6” thick concrete apron around existing clean-outs, utility valves, etc. to ensure proper tie in, in all cases for complete and functioning system.
- Stripping of all parking areas, speed bumps, crosswalks, handicap areas, fire lanes, specified staff/admin parking areas, dumpster pad area, etc. Paint all concrete light pole bases, parking bumpers/wheel stops, pipe bollards, and all other hazards located in parking areas that extend more than 1in above any finished product with high traffic yellow paint.
- Spoils must NOT be stored on site and should be removed daily. Any substitution request must be submitted during the Questions period. Please see the MSCS Design Planning Principles and Construction Guidelines as well as drawings posted on the Procurement Services website
Any substitution request must be submitted during the Questions period.

IDENTIFICATION SUBMITTAL FORM

(TO BE ATTACHED TO THE OUTSIDE OF THE SEALED PACKAGE)

RFP #110226DW

PROJECT TITLE: Lowrance K-8 Asphalt Paving

PROJECT LOCATION: 7740 Lowrance Rd., Memphis, TN 38125

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

CONTRACTOR IDENTIFICATION (PRIME CONTRACTOR)

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

TENNESSEE PRIME CONTRACTOR LICENSE INFORMATION

License Number	Expiration	Classification, applicable to project	Limitation

SUBCONTRACTORS TO BE USED ON THIS PROJECT: If work is required for Electrical, Plumbing, HVAC, or Geothermal, Masonry, list subcontractor(s) that will perform that work. If Prime Contractor will perform that work with Prime Contractor's own forces, fill in Prime Contractor's name as subcontractor.

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

SIGNATURE OF PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS

X

PART VI: APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S

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

1. REQUEST FOR PROPOSALS (RFP)

- a. DIRECTIONS: SCBE invites all interested and qualified vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b. DEFINITIONS: For the purpose and clarity of this document only, "SCBE" will mean The Memphis-Shelby County Schools. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested broker, vendor, supplier, vendor, and/or manufacturer that wishes to respond to this RFP.

2. GENERAL REQUIREMENTS

- a. AUTHORIZED DEALERS: If applicable, Only authorized dealers may submit a proposal on requested equipment. At the discretion of SCBE, a certificate, executed by the manufacturer may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. INSPECTIONS: SCBE reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFP for as long as may be considered necessary by SCBE. All expenses of the inspectors shall be borne by SCBE. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Vendor of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for SCBE, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public and charter schools, offices, or to any designated warehouse or warehouses in Shelby County.
- d. SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.
- e. AGGREGATE BIDS: Where provision is made on the proposal 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 SCBE. When an aggregate bid is requested, the unit prices for each item shall be identified in the 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.

- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of SCBE Director of Procurement for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** If applicable, Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of SCBE.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the contract, the Vendor shall offer to SCBE a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the drawings and 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. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to SCBE, which would provide sufficient data to enable SCBE to judge the Vendor's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to SCBE to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k. **Piggyback Clause:** Shelby County Board of Education reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods or services. Proposer agrees that the Shelby County Board of Education shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Respondent(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 Respondent. SCBE does not assume any responsibility other than to obtain pricing for the specifications provided.

3. CONFLICT OF INTEREST

- i. In accordance with policy 1013 Superintendent Code of Ethics SCBE has promulgated Ethics Policies, which cover conflict of interest, financial disclosure, and lobbying. All respondents are expected to comply with any and all SCBE Ethics Policies that may apply to them individually or as a business entity.
- ii. All respondents should carefully review the conflict-of-interest policies. Specific attention should be accorded to SCBE Ethics Policies (SCBE Policy 1013) prohibiting SCBE employees from benefiting from business with the school system.
- iii. All respondents are placed on notice that all questions/interpretations concerning SCBE Ethics Policies may be submitted to the Ethics Review Panel in accordance with SCBE Policy 1013.

4. TAX EXEMPTION

SCBE is a tax-exempt entity and, as such, is exempt from the payment of taxes, including but not limited to sales and use taxes, federal excise taxes and federal high use taxes.

5. FEDERAL GRANT FUNDS

- a. The Respondent understands that federal grant funds may be used in connection with orders issued under the contract and agrees to maintain compliance with all Federal regulations.

6. PROPOSAL SUBMISSION

- a. **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications of this RFP before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.
- b. **SUBMISSION:** Proposals must be delivered to the Procurement Office, 160 Glenn Rogers Sr. Street Room 126 formerly 160 S Hollywood Street, Room 126, Memphis, TN 38112. Vendors must submit a proposal as specified in the General Terms and Conditions. Vendors shall retain one (1) copy of the proposal for their files. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.
- c. **FORMAT:** Signed proposals must be delivered in sealed, opaque envelopes and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. SCBE shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.
- d. **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, email address and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or emailed to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.

- e. **PARTNERSHIPS:** Proposals by partnerships must 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.
- f. **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.
- g. **CERTIFICATES AND AFFIDAVITS:** All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. Such documents are required by local, state, or federal funding agencies of SCBE as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, and when applicable, Asbestos Free Certification.
- h. **SAMPLES:** When indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the RFP number. SCBE will not be responsible for any samples not picked up within 30 days of the notification of Vendors to do so. Samples may be retained by SCBE until Vendors are notified to remove them. Vendors agree that SCBE will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- i. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful Vendors shall be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- j. **PROPOSAL PREPARATION FEES:** SCBE will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.
- k. **PROPOSAL EVALUATION:** Proposal responses will be evaluated for compliance with detailed scope of services and/or specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions. Consideration will be given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Vendor, and the ability of the Vendor to perform satisfactorily. Evaluation may also be made for other factors, such as serviceability, functional suitability, workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. SCBE will consider the Vendor's record and performance of any prior contracts with SCBE, federal departments or agencies, or with other public bodies.
- l. **RECOMMENDATION OF AWARD:** Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.

7. 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 process.

A. RIGHT TO PROTEST

Prior to the commencement of an action in court concerning a protest, any 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. In writing. The Procurement Director shall attempt to resolve informally all protest of award recommendations. The 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 respondent of standing or Vendor may protest to the Buyer a proposed award of a contract for supplies, equipment, services, or maintenance. A respondent of standing is a respondent 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 respondent or Vendor 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.
 3. At the time of filing notice of a protest of a procurement in which the lowest bid or lowest evaluated cost proposal is less than one million dollars (\$1,000,000), a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business protesting party may submit a written petition for exemption from the protest bond requirement of subsection (c). The petition shall include clear evidence of a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business status. On the day of receipt, the petition shall be given to the Procurement Director. The Procurement Director has seven (7) calendar days in which to make a determination. If an exemption from the protest bond requirement is granted, the protest shall proceed as though the bond were posted. Should the Procurement Director deny an exemption from the requirement, the protesting party shall post the protest bond with the Procurement Director as required in subsection (c) within five (5) calendar days of the determination.

C. APPEAL OF CONTRACT AWARD DECISION

1. 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
2. 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.
3. The Superintendent will evaluate the issues involved and render a decision. The decision of the Superintendent is final.

8. CONTRACT TERM

The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.

9. COMMENCEMENT OF SERVICES

SCBE shall have no obligation to pay for services performed before SCBE approves the contract or after it ends. SCBE shall have no obligation to pay for services in excess of the monetary amount of the award. SCBE shall have no obligation to pay for services before a purchase order is issued.

10. ADDENDA

- a. **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Vendor orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Unless otherwise specified in the General Terms and conditions, inquiries are to be emailed to the Buyer, "INQUIRY" and the RFP name and number must be noted on the envelope. Alternatively, inquiries may be e-mailed 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 RFP specifications will be made through the appropriate addenda. Failure of any Vendor to receive such addenda or interpretation shall not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

11. ANNULMENTS AND RESERVATIONS

- a. **RIGHT TO REJECT:** SCBE reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. SCBE reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and SCBE also reserves the right not to order any item(s) within the proposal.
- b. **WAIVER OF TECHNICAL DEFECTS:** SCBE reserves the right to waive technical defects, if in its judgment the interest of SCBE shall so require.
- c. **CONTRACT RESERVATIONS:** 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 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 SCBE to damages for the breach of any covenant of the contract by the Vendor. Should the Vendor 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, 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. 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, SCBE reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.
- d. **AUTHORITY TO DEBAR OR SUSPEND** The Procurement Director shall have the authority to request debar a person or company for cause from consideration for award of contracts.

12. TERMINATION OF CONTRACT

- a. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** SCBE may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. SCBE shall pay for all 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 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: SCBE has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.
- d. Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, by providing thirty (30) calendar days' written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

Language to support Termination for Convenience by the vendor shall be so stipulated in the contract document between jurisdiction/ LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

13. GOVERNING LAW & VENUE

- a. The RFP shall be construed in accordance with, and interpreted under, the laws of the State of Tennessee. Any lawsuits arising out of such RFP shall be filed in the Circuit Court of Memphis, Tennessee.

14. CONTRACT TERMS AND CONDITIONS

- a. SUBMISSION OF INVOICES: Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to SHELBY COUNTY BOARD OF EDUCATION, Accounts Payable Office, Room 160 Glenn Rogers Sr. Street., Room 250, Memphis, TN 38112 (unless otherwise noted). **Vendors must receive written authorization from The Procurement Office to redirect invoice submission to another location other than Accounts Payable.**
- b. INCORRECT INVOICES: Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the SCBE Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. PARTIAL PAYMENTS: Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. 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 SCBE, then SCBE shall have no obligation to pay for the stale invoices.
- e. 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 SCBE. Vendor and its employees, agents, volunteers and

vendors 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 SCBE for the mutual disclosure of such records by and among the Vendor, SCBE and SCBE' employees, agents, volunteers and vendors.

- f. INDEMNIFICATION: Vendor shall indemnify, defend, and hold harmless the SHELBY COUNTY BOARD OF EDUCATION, Superintendent and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the SCBE and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Vendor or its employees, agents, or volunteers.
- g. NON-ASSIGNABILITY: This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of SCBE. Any attempt to do so without such written consent shall be null and void of no effect.
- h. INDEPENDENT VENDOR: Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- i. GENERAL RECORDS CLAUSE: Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by SCBE and made available by the Vendor to SCBE and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.
- j. SOLE AGREEMENT: 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 proposals shall not be considered a part of this Contract.
- k. PROTECTION OF PROPERTY: Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at SCBE sites and all material furnished by SCBE ("Property"). 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 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.
- l. PUBLIC STATEMENTS: Vendor shall not use or reference the Name or Emblem of SCBE 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 SCBE, which consent will not be unreasonably withheld. Purchase by SCBE of any articles, material, merchandise, or service does not imply that 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 SCBE in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of SCBE is prohibited by the United States Criminal Code - Section 706.

15. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE

After award of individual contracts, any questions or correspondence related but not limited to the following matters must be directed to the PROCUREMENT OFFICE SHELBY COUNTY BOARD OF EDUCATION, MEMPHIS, TENNESSEE, 38112, in writing:

In the event of strikes, Acts of God, or other circumstances beyond the vendors control which prevent completion of service or delivery, the vendor must secure temporary contractual relief. The circumstances and duration must be stated by the vendor in writing and be forwarded to the PROCUREMENT OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PROCUREMENT OFFICE, for those goods and services which are necessary for the day to day needs of SCBE.

APPENDIX B-ADDENDUM ACKNOWLEDGEMENT
TO BE SUBMITTED WITH PROPOSAL)
RFP # 110226DW
Lowrance K-8 Asphalt Paving

(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 C – REFERENCES
TO BE SUBMITTED WITH PROPOSAL)
RFP # 110226DW
Lowrance K-8 Asphalt Paving

Client Name: _____

Address: _____

Services Provided: _____

Date(s) of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

***Please include testimonials for each reference listed!!**

APPENDIX D - NON-COLLUSION CERTIFICATE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)
RFP # 110226DW
Lowrance K-8 Asphalt Paving

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:

(a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the RFP or offer being submitted herewith;

(b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFP price or price proposal of the respondents or Vendor herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFP 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 E - DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)
RFP # 110226DW
Lowrance K-8 Asphalt Paving

**Certification Regarding Debarment, Suspension
Ineligibility and Voluntary
Exclusion—Primary and/or Lower Tier Covered Transactions**

- (1) The prospective participant certifies to the best of its knowledge, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) The prospective participant and its principals have not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) The prospective participant and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses in Paragraph 2 of this certification.
- (4) The prospective participant and its principals have not, within a three (3) year period preceding this application/proposal, had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- (5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of:

x _____
Respondent, if the respondent is an individual

x _____
Partner, if the respondent is a partnership

x _____
Officer, if the respondent is a corporation

Subscribed and sworn before me this _____ day of _____, 20____.

x _____ Notary Public

My commission expires: _____

APPENDIX F- ANTI-BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)
RFP # 110226DW
Lowrance K-8 Asphalt Paving

_____, being first duly sworn deposes and says that he is an officer in the organization known as _____ and the party making a certain proposal or RFP dated, _____ 20 __, to the Shelby County of Education:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business (as in defined in Section 39-16-101 of the State of Tennessee Code of Ethics Ordinance or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 39-16-102 Bribery of Public Servant has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Tennessee Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

Signature of:

x _____
Respondent, if the respondent is an individual

x _____
Partner, if the respondent is a partnership

x _____
Officer, if the respondent is a corporation

Subscribed and sworn before me this _____ day of _____, 20 ____.

x _____ Notary Public

My commission expires: _____

APPENDIX G - CERTIFICATE OF INSURANCE COVERAGE

(TO BE SUBMITTED WITH PROPOSAL)

RFP # 110226DW

Lowrance K-8 Asphalt Paving

VENDOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

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

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL GENERAL LIABILITY EA OCC	\$1,000,000			
COMMERCIAL GENERAL LIABILITY AGG	\$2,000,000			
COMMERCIAL GENERAL LIABILITY PRODUCTS-COMP/OP AGG	\$2,000,000			
COMMERCIAL GENERAL LIABILITY PERSONAL & ADV INJURY	\$1,000,000			
COMMERCIAL GENERAL LIABILITY FIRE DAMAGE ANY ONE FIRE	\$50,000			
COMMERCIAL GENERAL LIABILITY MED EXP (ANY ONE PERSON)	\$5,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000			
WORKMAN'S COMP	\$1,000,000 each accident \$1,000,000 disease – policy limit \$1,000,000 disease – each employee			
EMPLOYERS LIABILITY	\$1,000,000			
UMBRELLA LIABILITY	\$2,000,000			
POLLUTON LIABILITY	\$2,000,000			
SEXUAL ABUSE & MOLESTATION (SAM) LIABILITY (if excluded from Commercial General Liability)	\$1,000,000 each occurrence \$2,000,000 aggregate			

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

() POLICY WILL BE OBTAINED/ISSUED ON _____

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

- SCBE is hereby named as Additional Insured.
- The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to SCBE.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by SCBE.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- SCBE is hereby granted authority to contact the agency directly to confirm SCBE information or obtain copies of certificates of insurance. SCBE bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to SCBE. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

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

Complete form “CERTIFICATION OF INSURANCE COVERAGE” or

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

SCBE is hereby named as Additional Insured.

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

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

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

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

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

(AUTHORIZED AGENT’S SIGNATURE)

(DATE)

(APPENDIX H)
Shelby County Board of Education

Issued Date: 01/29/13
Revised: 08/31/21

LOCAL PREFERENCE PURCHASING # 2011

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 – COST PROPOSAL FORM
(TO BE SUBMITTED WITH PROPOSAL)
RFP # 110226DW
Lowrance K-8 Asphalt Paving

PROJECT TITLE: Lowrance K-8 Asphalt Paving

PROJECT LOCATION: 7740 Lowrance Rd., Memphis, TN 38125

Prime Contractor Name: _____

Prime Contractor's Address: _____

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

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

in the amount set forth per calendar day.

- (e) Obtain SCBE approved temporary Vendor ID badges, if awarded a contract, for the Contractor's (Prime) personnel and subcontractors, and pay all applicable cost associated with obtaining temporary Vendor ID badges.
- (f) The required Board's Contingency, in the amount of ten percent (10%) of the BASE BID, is identified herein below.
- (g) The required Allowance(s), in the amounts for the item(s) identified herein below:

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

Base Scope of Work Cost (Words) _____

Base Scope of Work, Total (Figures)	\$
10% Board's Contingency Amount (Figures)	\$
Performance and Payment Bond Cost (Figures)	\$
Total Combined (Figures) (Base + 10% Owner's Contingency + Performance and Payment Bond Cost)	\$

The Authorized Representative, submits this Bid Proposal Form:

Print Name & Title	
Signature & Date	

On behalf of the following Prime Contractor:

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

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

APPENDIX J – NON-BOYCOTT OF ISRAEL CERTIFICATION

(TO BE SUBMITTED WITH PROPOSAL)

RFP # 110226DW

Lowrance K-8 Asphalt Paving



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 CERTIFICATION
(TO BE SUBMITTED WITH PROPOSAL)

RFP # 110226DW
Lowrance K-8 Asphalt Paving



STATE OF TENNESSEE
IRAN DIVESTMENT ACT
CERTIFICATION

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

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

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE

APPENDIX L – CERTIFICATE REGARDING LOBBYING
(TO BE SUBMITTED WITH PROPOSAL)
RFP # 110226DW
Lowrance K-8 Asphalt Paving

CERTIFICATION REGARDING LOBBYING

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of 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 buildings¹ (schools and other facilities); in any public seating areas, including but not limited to, bleachers used for sporting events, or public

restrooms² ; and in all vehicles, owned, leased or operated by the district at all

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

IV. RESPONSIBILITY

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

Legal Reference:

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



SMOKING PROHIBITED

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

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

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

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.identgo.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 asterisk***.
- At the bottom of the registration under “**Applicant’s Employer Information**” please enter Your **Company’s Information**.
- Then click **Send Information**.
- If all Information appears correctly, click **Go**.
- **Method of Payment** choose **Visa or Mastercard**. Pay **\$35.15 on Site using your credit card/money order or company’s check**.
- Vendor/Contractor will still be fingerprinted at MSCS Fingerprinted/Background Dept after registering online but call (901) 416-8016 to make an appointment. MSCS is not listed as a location to be processed online.
- TBI will review the background result based on statutory criteria under **TCA 49-5-413**.
- TBI will issue a letter to the Vendor stating if the employee meets or does not meet criteria.
- If employee meets the criteria, TBI will issue a **greenlight letter (referral)**.
- If they don’t meet the criteria, TBI will issue a red letter.
- Vendor/Contractor will submit their greenlight letter to MSCS Fingerprinting & ID Dept along with \$30 dollars cash or company check. located at 160 S. Hollywood, Memphis, TN 38112 to obtain an ID badge.
- MSCS Fingerprinting Dept. will maintain a copy of the greenlight letter.

Bring the following items with you to your fingerprinting appointment:

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

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

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

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