

SHELBY COUNTY BOARD OF EDUCATION

PROCUREMENT SERVICES

160 South Hollywood 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 December 22, 2025 @ 10:00 AM, 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.

REQUEST FOR PROPOSAL
Student Transportation Services

For the purposes of this document, SCBE shall mean The Shelby County Board of Education and MSCS shall mean Memphis -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 individual members of the Board of SCBE or the project owner(s) regarding the posted solicitation. Failure to adhere to this requirement shall 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 LaQueeya Braxton at BRAXTONL@SCSK12.ORG and received no later than December 12, 2025 by 10:00 AM/CST.

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.

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."

TABLE OF CONTENTS

PART I: SCOPE OF WORK.....3
1.0 BACKGROUND.....3
2.0 SCOPE OF SERVICES.....3
3.0 NON-EXCLUSIVE.....3
4.0 NOTICE OF INTENT TO AWARD.....3

PART II: GENERAL TERMS AND CONDITION.....4
1.0 STATEMENT OF CONFIDENTIALITY..... 4
2.0 TERMS OF AGREEMENT 4
3.0 PRE-PROPOSAL MEETING 4
4.0 QUESTIONS AND INQUIRIES 5
5.0 POINT OF CONTACT TECHNICAL CONTACT 5
6.0 CONTRACT OFFICER/SCBE SUPERVISION 5
7.0 CONTRACT TYPE..... 5
8.0 PAYMENT TERMS..... 5
9.0 RFP REVISIONS 5
10.0 SUBMISSION DEADLINE..... 6
11.0 PROPOSAL OPENING 6
12.0 DURATION OF OFFER..... 6
13.0 INSURANCE 6
14.0 LIQUIDATED DAMAGES 6
15.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE 6
16.0 COMPLIANCE WITH LAWS..... 7
17.0 LEGAL COMPLIANCE..... 7
18.0 EPA COMPLIANCE..... 7
19.0 BONDING..... 7
20.0 TERMS AND CONDITIONS 7

PART III: PROPOSAL FORMAT8
1.0 GENERAL FORMAT 8
2.0 PROPOSAL FORMAT 8

PART IV: EVALUATION AND SELECTION PROCEDURE..... 11
1.0 EVALUATION COMMITTEE..... 11
2.0 EVALUATION PROCESS..... 11
3.0 EVALUATION CRITERIA..... 11

PART V: SCOPE OF SERVICES (DETAILS).....13

PART VI: APPENDICES
1. Special Terms & Conditions for RFP (Appendix A)
2. Addenda Acknowledgement Form (Appendix B)
3. References (Appendix C)
4. Non-Collusion Certificate (Notarized) (Appendix D)
5. Debarment Affidavit (Notarized) (Appendix E)
6. Anti-Bribery Affidavit (Notarized) (Appendix F)
7. Certificate of Insurance Coverage (Appendix G)
8. MSCS Policy 2011 Local Preference Purchasing (Appendix H)
9. Compensation/Pricing Schedule (Appendix I)
10. Non-Boycott of Israel Certification (Appendix J)
11. Iran Divestment Act Certification (Appendix K)
12. Certificate Regarding Lobbying (Appendix L)
13. Hold Harmless Agreement (Appendix M)

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: **Student Transportation Services**. A description of the services requested is contained in this Request for Proposal. Responses submitted must meet or exceed all requirements. Proposals that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

3.0 NON-EXCLUSIVE

The intent of this RFP is to provide SCBE with an expedited, yet thorough and accurate, means of procuring supplies and/or services. The contract resulting from this RFP and the response provided by the vendor shall be non-exclusive.

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 Notice is not a guarantee of award. The governing Board of SCBE reserves the right to reject or accept the recommendation submitted by MSCS Procurement as a result of this RFP. If the Board accepts and approves the recommendation, an agreement will be submitted to the successful vendor. While this contract is open for minor negotiations, the form of said contract will set forth the basic and fundamental terms and conditions that govern. 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 SCBE/MSCS information provided pursuant to this RFP 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.

2.0 TERMS OF AGREEMENT

The anticipated term of the contract is four (4) years (“Initial Term”) with the option to renew for one (1) additional term exercisable by MSCS giving vendor written notice prior to the expiration of the Initial Term.

Vendor Start Date: August 1, 2026

The respondent represents and warrants that prices for the proposal under this RFP are not higher than prices currently extended to any other governmental agency for the same product or service.

As stated above, SCBE reserves the right to extend the contract. The term of extension shall be for a one (1) year period. Extension pricing shall be limited to (i) a 3% increase or (ii) the District approved CPI annual increases for the Memphis Metropolitan Statistical Area, whichever is less. (All of such services are referred to herein as the “Services”).

Note: Vendor shall be fully staffed and equipped to perform the Services as contracted.

- A. SCBE expects all vendors to provide year-over-year cost reduction recommendations.
- B. Price decreases are acceptable at any time, need not be verifiable, and are required should the vendor experience a decrease in costs associated with performing the Services under the contract.
- C. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality or provide similar Services to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, said discounted prices shall be offered to MSCS and the contract shall be amended to reflect the same.

3.0 PRE-PROPOSAL MEETING

There will be a mandatory pre-proposal meeting held on **December 9, 2025 at 11:00 AM/CST**. The mandatory pre-proposal meeting will be at **Messick Training Center, 703 South Greer, Memphis, TN 38111**. It will be required that your company representative signs in at the mandatory pre-proposal meeting. No proposals from any vendor failing to participate in the mandatory pre-proposal meeting will be accepted. All questions must be formally 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 Vendor 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 December 12, 2025 @ 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 **December 15, 2025 by COB** on the SCBE website [Memphis Shelby County Schools](http://www.memphisshelbyschools.org). Please do not submit questions in PDF format.

RFP Schedule

RFP Post	December 2, 2025
Pre-Proposal Meeting	December 9, 2025 @ 11:00AM CST
Questions Due	December 12, 2025 10:00 AM CST
Q&A Post on Website	December 15, 2025 by End of Day
RFP Due Date/Time	December 22, 2025 10:00 AM CST
**If oral presentations are required, the date, time and location will be given at a later date	

5.0 POINT OF CONTACT/TECHNICAL CONTACT

LaQueeya Braxton, Director of Procurement
Procurement Office
BRAXTONL@scsk12.org

6.0 CONTRACT OFFICER /SCBE SUPERVISION

Vendor's performance will be under the technical direction of the Buyer/Requesting Department/Project Manager who will be responsible for ensuring vendor's compliance with the requirements of the contract and shall include managing the daily activities related to the performance of the Services pursuant to the terms and conditions of the contract, providing technical guidance to the vendor regarding the performance of Services under the contract, and overall project scheduling and coordination.

7.0 CONTRACT TYPE

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

8.0 PAYMENT TERMS

Vendor shall submit an invoice detailing the Services provided. Payment shall be in accordance with line-item price on the Purchase Order and made within thirty (30) days after the date of receipt by MSCS of an accurate invoice.

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

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 @ <http://www.scsk12.org/procurement/bids>. 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 acknowledge receipt of such addenda 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 contract.

10.0 SUBMISSION DEADLINE

To be eligible for consideration, proposals must be received at the Procurement Office no later than **December 22, 2025 @ 10:00 a.m. CST**. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal to the Procurement Office. Proposals received after the submission deadline, no matter what the reason, proposals will not be considered and will be returned unopened. Delivery to SCBE mailroom, lobby, etc. shall not constitute delivery. **The Procurement Office is located at 160 S Hollywood Street, Room 126, Memphis, TN 38112. RFP proposals delivered to any other location shall not constitute delivery to the Procurement Services Office.**

11.0 PROPOSAL OPENING

RFP Proposals are not opened publicly, but in the presence of at least two Purchasing Office employees. Once the proposals are opened, the Buyer will prepare a document that summarizes the proposals received.

12.0 DURATION OF OFFER

A proposal submitted in response to this RFP shall be 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

In the event the awarded respondent fails to deliver the goods or services in accordance with the terms and conditions of the contract, SCBE reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of SCBE. All additional expenses incurred by SCBE as a result of such purchases will be deducted from the moneys owed or moneys which may become due.

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) may come in contact or close proximity to MSCS students during the course of providing the Services, 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 must receive a greenlight letter in order to perform the Services. 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. An 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 or in the presence of MSCS students. For more information regarding fingerprinting, criminal records check, or 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 or more frequently and without notice for cause. It is the vendor's 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

Vendor shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the Services to be rendered under the contract. Vendor's violation of any of these laws, statutes, ordinances, rules, or regulations constitutes a breach of the contract and entitles SCBE to terminate the 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 the contract shall be governed by the laws of the State 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 the 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 immigrants. Failure to comply with these laws shall constitute a material breach of contract. It is a mandatory requirement of the 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.

18.0 EPA COMPLIANCE

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

19.0 BONDING (PLEASE SEE PROPOSAL BOND IN PART V. SCOPE OF SERVICES – PAGE 15)

20.0 TERMS AND CONDITIONS

Any contract resulting from this RFP and vendor's proposal shall be subject to the General Terms and Conditions noted below except as otherwise modified in the contract.

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

In the event of a conflict between this RFP and any of the General Terms and Conditions proposed 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 MSCS Procurement Director.

PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT

A. Vendors shall submit the following:

The proposal must include **One (1) original (labeled), four (4) copies, and 1 (one) USB** in a sealed envelope clearly labeled as indicated in section B below. 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:

1. The vendor's name and business address.
2. The due date/time for receipt of proposals.
3. The Title of the RFP and RFP number

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 performance of the services and the requirements in the RFP and proposal. The 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 Services to be performed, the commitment to perform the Services within the indicated timeframe, and a statement of why the vendor believes it is best qualified to perform the Services.
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.

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 address each major requirement of Part V (Scope of Work) (separated by tabs if substantial)

TAB F. FORMS

1. Special Terms & Conditions for RFP (Appendix A)
2. Addenda Acknowledgement Form (Appendix B)
3. References (Appendix C)
4. Non-Collusion Certificate (Notarized) (Appendix D)
5. Debarment Affidavit (Notarized) (Appendix E)
6. Anti-Bribery Affidavit (Notarized) (Appendix F)
7. Certificate of Insurance Coverage (Appendix G)
8. MSCS Policy 2011 Local Preference Purchasing (Appendix H)

9. Compensation/Pricing Schedule (Appendix I)
10. Non-Boycott of Israel Certification (Appendix J)
11. Iran Divestment Act Certification (Appendix K)
12. Certificate Regarding Lobbying (Appendix L)
13. Hold Harmless Agreement (Appendix M)

TAB G. PRICING SCHEDULE COMPENSATION (Appendix I)

TAB H. ELECTRONIC MEDIA (INCLUDE WITH SUBMISSION)

Failure to provide any of the requested information or documents in this solicitation shall 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 to the Evaluation Committee. The purpose of the oral presentation 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
Business Tenure/Experience	10%
Compliance with General Requirements	30%
Operating Matters/Customer Service	30%
References	20%
Cost	5%
Financial Stability	5%
Total	100%

PART V: SCOPE OF SERVICES (DETAILS)

1.0 THE SERVICES

- 1.1. *SCBE hereby solicits submissions of written Proposals, on a competitive basis, from qualified Respondents to provide services described herein, all in accordance with the terms and conditions detailed herein. In particular, the services sought by SCBE will require the Respondent to provide: Student Transportation Services*

Currently, MSCS transports 23,000 students (approximately 21,300 General Education and 1,700 Special Education). The District operates on three bell times, 7:15 a.m., 8:15 a.m. and 9:15 a.m.

Contractor will provide the following:

- Regular Home-to-School transportation (“GenEd”),
- Special Needs Home-To-School transportation (“SPED”),
- Specialized and Exceptional Children School-to-School transportation, which includes the transportation of gifted or vocational students between schools during the school day, and community base instruction transportation.
- Supplemental Transportation: Supplemental transportation consists of the transportation of students for field trips, excursions, athletic activities, and any other transportation purpose designated by District, other than Regular or Specialized Exceptional Children transportation.

Pre-kindergarten students within the current SCS district boundaries are transported on SPED buses, as appropriate.

Experience:

- Business Tenure: number of years the business has been in existence
- Prior experience in student transportation services for K-12 education or student transportation services for a large multiple facility

District Data Shelby County Schools Bus Route Information

Data for the 2025-26 school year

- 23,000 students transported to Public, and Special Education programs
- 200 plus school buildings
- 196 buses used for multi-tier AM & PM GenEd routes
- 143 buses used for special education routes- multi-tier AM & PM
- 339 AM & PM routes per day
- 59 Midday routes per day
- 100 Summer School buses
- 180 Bus Assistant contracted daily

General-(SOW)

2.0 **Specifications.** The Respondent, if and when it is awarded a contract (the “Contract”), shall provide all the Services outlined below. These specifications describe the requirements for school bus services that support the safe transportation of students for the District. Data regarding the current transportation programs of the district is set out in the Scope of Services of this RFP. Each Respondent must inform itself fully as to the

conditions relative to the fulfillment of a Contract(s). In that regard, all Respondents will be invited to tour the District following the Pre-proposal conference. Additional information can be ascertained at the Pre-proposal meeting.

2.1 **Contract Term.** The District is requesting responses on a four year (2026-2027, 2027-2028, 2028-2029, 2029-2030) contract period. After the initial four-year period, the contract(s) may be renewed for a one (1) year period or more-if mutually agreed by both parties based upon the then applicable State regulations. The contract price for any extension shall not exceed the prior year's contract price, plus the lesser of (i) an approved Consumer Price Index ("CPI") for Memphis, or (ii) three percent (3%).

2.2 **Minimum Run Lengths.** The District will not pay based on minimum hourly run lengths, but rather based on the actual time incurred on a run. However, for purposes of responding to the Proposal, Respondent should assume a combination of 4.5 hours, 5.5 hours and 7 hours per day for each route based on a combination of two-tier and three-tier bell time schedule.

2.2.1 All AM runs shall begin at the scheduled time the bus leaves the terminal (based on electronic routing system) and shall end at the scheduled time the bus returns back to the terminal (based on electronic routing system). Times between schools during an AM run package shall be considered live time and shall become part of the scheduled day for payment purposes. A similar pattern will exist for PM runs. All run times shall be determined by the District.

2.2.2 Mid-day, shuttles, and late/activity runs would be based upon a one-hour guarantee, unless these runs begin or end within thirty minutes of regularly assigned runs (contiguous runs). These minimum guarantees may be modified for specialized runs, early dismissals, or exceptional circumstances as determined by the District. Prior to the initiation of any run, the District will notify the contractor of the time allocation and approved payment basis for the run.

2.2.3 The daily usage shall be determined based upon the scheduled run length as determined by the District, where the bus is in direct service to the District. The daily usage time excludes twenty minutes/day for pre and post trip inspections. Contractor provided terminals/lots shall be located within District boundaries.

2.2.4 Compensated times will be determined by the District's Director of Transportation based upon trial runs and/or computer designed schedules. Once the runs are established at the beginning of the school year, unless there are permanent, material changes in route length (15 minutes or more), no change in compensation for that school year will occur. For example, at the beginning of the school year, the District will establish a run length for both AM and PM routes. Once that time is established, payment will be made on that basis unless a material change in the run time occurs, or special circumstances occur as defined herein (half-days; early dismissals; emergencies; etc.). In all cases, the final determination as to run times and payments will be determined by the District.

2.2.5 Bus substitution on a route shall only be allowed following actual notification to the District. Failure to notify the District of such substitution shall subject the Contractor to liquidated damages. Substitutions must be submitted accurately to support the Parent Portal data.

2.3 **Supplemental Transportation.** The District will require some "drop and pick" field or sports trips. These are only to be done at the specific request of the District. "Drop" driving time shall be based upon the scheduled time for departure in the District to return in the District. For the "pick-up" portion of a trip, the time shall be from the terminal to the pick-up point and back to the student delivery point in the District. For "drop and pick" runs, the driving time paid shall be total driving time for both sections of the run.

2.3.1 It should be noted that although most of the field and sports trips are operated utilizing large buses, there will be times that small buses (rated not less than 26,000 lbs.) may be needed. Contractor must maintain in its inventory a fleet of thirty (30) large buses with undercarriage for storage for use in the performance of the Supplemental Transportation.

2.3.2 The District reserves the right to utilize the services of other contractors for Supplemental Transportation whenever it is deemed to be in the best interests of the District.

2.3.3 The Contractor will maintain a 10% reserve fleet (on each type bus per terminal) of buses and a reserve of back up drivers that can handle the field trip and charter trip business of the District. The field trip and charter business will be booked by school staff and the Contractor. The Contractor will also commit to providing the presence of the same daily route drivers on every daily route possible by not allowing daily route drivers to book field trips that cause them to miss their daily route commitment. Any field trip that is not scheduled for completion one hour before the PM run begins, one hour after the AM run ends, or one hour after the PM run ends may not be assigned to one of the daily route drivers or buses.

2.3.4 The frequency and type of any trips typically varies each year depending upon a number of factors, including but not limited to, approval of funding, budget considerations, athletic schedules, and program needs. Some or all services envisioned under this Response may be funded by contributions or non-District fees. Therefore, the District cannot, and does not, make any representations on the annual frequency of trips.

2.4 **Summer School Transportation.** The award shall include the provision of buses for summer transportation, to be invoiced at the same rate(s) as submitted in this proposal. Summer school schedules can vary, but in past years the District has utilized approximately 161 buses including General Education and Special Education.

2.5 **District Representative.** The Superintendent or her/his designee will represent the District in all matters pertaining to the performance of this Contract. All communication between the Contractor and the District shall be conducted via official District electronic mail (email), and/or web based services. Hard copies of communication to be delivered by regular mail, registered mail, or certified mail shall be provided by the Contractor upon District request.

2.6 **Proposal Bond.** Respondent will be required to furnish, at its own expense, a PROPOSAL bond (generally referred to as a "Bid Bond") in the amount of 10% of the annual Calculated Response Amount(s) for each operating contract being proposed (using the 7 hour contract basis). The Proposal Bond will be deposited with the District as a guarantee that the Contract will be signed and delivered by the Respondent, and in default thereof, the amount of such Proposal Bond shall be retained for use of the District as liquidated damages on account of such default. No personal bonds will be accepted.

2.7 **Contract Pricing.** Respondents will submit, on the Form of Proposals, their daily prices/rates for operating the transportation program of the District for the term of the contract(s). Within each category, the District is requesting prices on a per vehicle basis for each type of bus to be utilized in the performance of this Contract.

2.7.1 Given the dynamic nature of transportation, should occasional route changes occur due to special circumstances, the billing for that day may be adjusted. Contractor's billing must reflect these changes, and all such changes must be approved by the District.

2.7.2 If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the District and the Contractor shall discuss the appropriate billing charge prior to the initiation of the service. If the Contractor fails to bring this situation to the attention of the District prior to performing the service, the District reserves the right to determine the most appropriate method of reimbursing the Contractor. Once the run times are established by the District, they should remain consistent for each service day unless changes are justified as noted herein.

2.7.3 For Supplemental Transportation Services, the District is requesting a price per hour for both driving and downtime.

a. Payment for driving and downtime will be made in quarter hour segments once the minimum guarantee is met. Invoices to the District must reflect detail on driving and waiting time, incorporating the one-hour guarantee and the quarter hour billing segments.

b. In the event that Supplemental Transportation is not cancelled by the District within (2) hours of the scheduled time for the bus to be at the District for the trip, and if the Contractor can demonstrate to the satisfaction of the District that he/she incurred labor costs due to the late cancellation, then the District shall pay the Contractor a cancellation fee equal to one hour waiting time.

2.7.4 On all pricing schedules, Respondents are required to submit the cost of vehicles equipped with air conditioning (AC or A/C), wheel chair and lift capabilities (WC or W/C), the provision of bus assistants, Global Positioning Satellite tracking device (GPS), and updated security cameras with current technology. These are to meet current and future needs of the District. Additional cost for seatbelts if District decides to require on GenEd Buses.

2.7.5 As part of its Proposal, Contractor shall provide the pay schedules for bus drivers and bus assistants, in addition to a description and valuation of their benefits package. If required under minimum wage and/or health care reform, Respondent understands that no additional cost will be incurred by the District.

2.7.6 **Preferential Hiring.** The Contractor agrees that it will offer preferential hiring of the incumbent's employees provided such employees meet the Contractor's eligibility requirements for hiring.

2.8 **Insurance Requirements** Please see Appendix A-16 (Contract Terms and Conditions)- g Insurance.

2.8.1 Said policy or policies shall be primary and non-contributory with any policies of insurance available to the District and must contain thirty (30) days prior notice to the District of cancellation or content change. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Respondent hereby agrees to name the District as an unrestricted additional insured on the Respondent's insurance policies, with the exception of Worker's Compensation. The policy naming the District as an additional insured shall state that the Respondent's auto and general liability coverage shall be primary coverage for the District, its Commissioners, employees, and volunteers. The Respondent shall self-insure any applicable deductibles, and the Respondent shall also agree to indemnify the District for any applicable deductibles. Additional insured status shall be granted by ISO endorsement CO 2026, CG 20 10 11 85 or its equivalent.

2.8.2 The limits outlined above are strictly minimum amounts. The District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Propose for amounts in excess of these minimum limits.

2.8.3 In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the District. The Contractor shall be required to reimburse the District the replacement costs for any damages to schools caused by the Contractor or its employees.

2.8.4 The Contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual binders evidencing insurance coverage shall be provided to the District no later than thirty (30) days prior to the start of each contract year. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the District does not eliminate the mandate.

2.8.5 The Contractor shall hold harmless, defend and indemnify the District from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the District by third parties, employees of the District, or employees of the Contractor.

2.8.6 All insurance certificates shall state that the policy will not be cancelled nor coverage there under be reduced or limited without thirty (30) days written notice to the District. It shall further state that a similar thirty (30) days written notice will be given to the District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the

inception and expiration dates, and it shall clearly state what, if any, coverage's are excluded by special or manuscript endorsement or otherwise excepting such-as appear in standard ISO policies as they relate to this contract. The District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage's and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District.

2.8.7 The Contractor shall provide proof of Lease coverage for facilities leased by District to the Contractor hereunder.

2.9 **Books and Records.** The Contractor shall consent and agree to audits of any and all financial records relating to the proposed Contract by Federal, State and/or authorized representatives. In addition to this requirement, it is understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract may be examined at a mutually agreeable time by duly authorized representatives of the District.

2.10 **Performance Bond.** The successful contractor(s) may be requested to submit a performance bond.

2.11 **Contract Payments.** Payments for Services rendered under the provisions of a Contract awarded hereunder shall be made upon receipt of a proper itemized invoice. Such payments shall be made monthly on the basis of Services rendered. The style and detail on said invoice shall be in an electronic format acceptable to the District. Invoices shall be submitted within five (5) business days following the end of each month, and upon verification shall be scheduled for payment within thirty (30) days of receipt. After verification of the statement, DISTRICT shall promptly pay CONTRACTOR (or its agent for receipt of payment) the undisputed amount after an updated accurate invoice is issued. Payment for invoices submitted late may be delayed until the following month. Such payments shall be made monthly on the basis of the number of buses required, and or students transported, at the service levels required by the transportation program. No payment will be made for spare buses unless used in actual service for additional runs. The number of buses paid for are those buses that the District has approved for daily runs, special runs, or field trips. No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, or similar operating issues that are deemed by the District to be under the control of the Contractor.

The Contractor(s) shall maintain records during the term of the Contract(s) of the daily services provided to the District on a route-by-route basis, and shall submit such records upon request by the District for audit in support of each of the monthly invoices. As stated herein, length of day for each bus shall be determined by the District consistent with the route schedules and detail contained in these specifications.

2.12 **Physical Examinations.** Each driver and bus assistant performing Services pursuant to the Contract must undergo physical examinations required by law prior to employment. The physical examinations of drivers and assistants shall be at the Contractor's expense. At the District's option, one or more physical exam reports may be reviewed and approved by the District's Physician before a Contractor's driver or monitor may be placed in service. Incomplete or inadequate reports will be returned and the driver's or monitor's service delayed until the appropriate information is provided. The District reserves the right to have its Physician perform a physical exam on any of the Contractor's employees, at District cost, if the District deems it necessary.

2.13 **Alcohol and Drug Testing.** All drivers and assistants must also comply with any Federal drug and alcohol testing requirements which compliance will be solely at the Contractor's expense, as well as any physical ability tests that may be mandated during the term of this Contract.

2.14 **Personnel Matters.** All transportation personnel shall be the responsibility of the Contractor and, except as negotiated and agreed, shall be Contractor's employees.

2.14.1 All drivers, mechanics, and attendants must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the State of Tennessee, including all required driving, licensing, training and certification.

In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Safety, State Education Department, State Department of Motor Vehicles regulations, and Board of Education policy. Each employee shall report to the District's Fingerprint Office within five (5) days of actual employment to submit fingerprints. No driver shall be allowed to drive until cleared to do so by the Fingerprint Office. The Contractor shall not employ any person that has a criminal record check that indicates that such person has been convicted of an offense that, after July 1, 2007, is classified as a sexual offense or a violent sexual offender, as defined by Tennessee Code Annotated Sec. 40-39-202, to perform Services under this Contract.

2.14.2 It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees to not allow any person to drive a school bus or serve as a bus assistant, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus or serve as a bus assistant who is not physically and/or emotionally capable of performing the essential functions of their job, with or without accommodation. All drivers must understand and speak English with proficiency.

2.14.3 The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the District's Director of Transportation, Superintendent designee, or its Superintendent of Schools shall have the right to request removal of any person (driver, bus assistant, or office personnel) who in his/her opinion will detract from the safe and efficient operation of school buses and/or the safety of the pupils thereon under the Contract. The District reserves the right, in the exercise of its sound discretion, to reject drivers or assistants or to direct that they be replaced, without being limited to considerations of health and driving records.

2.14.4 A Regional Manager shall provide supervision for all Contractor staff. A on-site Terminal Manager and Operational Supervisor (or similar function/title) will be provided at each terminal by the Contractor(s) hereunder awarded any home-to-school contracts. Said Supervisor must have complete authority over the operation of the Contractor's buses. This Supervisor will be directly responsible for working with the District's supervisory personnel on all routing of buses and contacts with parents regarding transportation problems within the District; provided, however, that all such routing and parent contacts are authorized by officials of the District as designated by the District's Superintendent of Schools. Said Supervisor also shall be responsible for compliance by drivers with all District transportation policies, all statistical studies and reports required by the District and/or the State, Tennessee Code Annotated (TCA), including those items necessary for State Aid purposes, and monthly reports on pupil load, driver and student discipline problems and accident reports. Said Supervisor or his/her duly authorized designee(s), shall arrange with the District to be available at the dispatching station during all hours that services are being performed pursuant to the Contract, as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the District. Sufficient management personnel shall be maintained and available from 5:30 am to 6:30 pm when school is in session.

2.14.5 For Supplemental Transportation Services, a Supervisor must be on call or on duty whenever a bus in service to District is on the road.

2.14.6 The Terminal Manager, or Supervisor overseeing the terminal at any time when school is in session, is precluded from any bus driver duties or from driving any bus.

2.14.7 A "Safety Supervisor" will be provided at each terminal by the Contractor(s) hereunder. Said Supervisor(s) shall be certified to train bus drivers. Additional trainers should be employed to meet the needs of the District. This Supervisor's responsibilities will include, but not limited to, driver training,

daily oversight to ensure adherence to established practices and safety regulations, on-the-road driver performance reviews, and related functions. The Supervisor(s) shall not be assigned a regular run on any Home-to- School Services.

2.14.8 All drivers and assistants provided by the Contractor pursuant to the Contract shall be properly dressed. These same employees shall be expected to maintain a positive attitude about their work, and shall endeavor to represent the Contractor and the District in a positive way.

2.14.9 The Contractor must comply with all State, Federal, and local laws and regulations regarding school bus driver employment and bus operation, and any regulations relative to the employment of attendants.

2.14.10 Each driver and/or attendant performing Services pursuant to the Contract shall be involved in all Safety Programs that are or may be required by the laws, rules and regulations of the State of Tennessee. One of the driver trainers noted above shall personally travel each route with the assigned driver at least once a year to survey not only the driver's performance but route hazards and equipment efficiency. All drivers must participate in both classroom and on the road training programs devoted to safety, proper bus operation, special education needs, student discipline policies, rules and regulations, CPR and first aid. All assistants must participate in classroom training devoted to safety, proper student management techniques, special education needs, rules and regulations, CPR and first aid. Drivers and bus assistants are required to be trained on wheelchair securement and evacuation, including child-specific training for GenEd and SPED student transportation. The Contractor will notify the District through a written report of said training and driver attendance. Training shall be provided, at a minimum, annually for each driver.

2.14.11 All drivers and assistants must be reviewed after thirty (30) days of employment.

2.14.12 To the extent required by law, all employees hired by the Contractor to provide Services pursuant to the Contract must be approved for employment by the District's Superintendent of Schools. The Contractor shall submit to the District no later than May 1st for the summer contract, and July 15th for the school year contracts, a list of the names and addresses of all regular and substitute drivers and assistants employed to provide the services required hereunder. Said list shall be updated weekly by the Contractor by adding or deleting such information regarding any such driver or attendant hired or terminated after that date and at the time such hiring or termination takes place. List must be submitted to the Director of Transportation.

2.14.13 Completed driver application forms are to be submitted to the District, in a file, along with a certification that the Contractor's Supervisor has verified previous employment, reviewed driver's license and abstract, obtained letters of reference, completed fingerprint forms, obtained the applicant's authorization for a criminal background check, verified that CDL requirements are current, provided the applicant with a minimum of fifteen (15) hours annually in excess of State and Federal mandated school bus safety instruction, provided at least ten (10) hours of actual behind the wheel bus driver training (for new and rehire), and conducted a personal interview.

2.14.14 The Contractor shall at all times have stand-by drivers in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The number of standby drivers shall not be fewer than 5% of the number of drivers required to transport children to and from school on a regular basis (at each terminal). These drivers cannot be used for any other purpose without the express permission of the District.

2.14.15 The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and roof hatches as means of escape in case of accident. Similar drills for students shall be held under the general supervision of the District at such times and in such fashion as may be required by the applicable regulations of this State or the law.

2.14.16 The Contractor will inform all personnel providing services under the Contract that changes in routes, stops or schedules may be made only with the approval of the District. Additionally, prior to transporting students on their assigned runs, all drivers shall traverse ("dry run") their assigned routes until they become familiar with all stops and roads.

2.14.17 Contractor, along with the respective driver and bus assistant, will be responsible for the safety and supervision of the children transported under the Contract.

2.14.18 No Pre-K, kindergarten or first grade student is to be released at a bus stop without the presence and supervision of parent and/or designated guardian. If there is no one to meet the child at the bus stop, the student is to be kept on the bus and dispatch is to be notified IMMEDIATELY.

2.14.19 No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District's premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs. Additionally, no smoking is allowed on the buses, or on school property, by Contractor's employees prior to or during the provision of services to the District's students. The Contractor is required to fully inform its employees of this provision. No alcoholic beverage or illegal intoxicant shall be allowed at the bus terminals. The District has a "drug free zone" policy on school property. In the event that tour buses are utilized for Supplemental transportation, the Contractor shall ensure that the vehicle used is thoroughly cleaned and inspected, with removal of any items related to the consumption/use of any aforementioned items.

2.14.20 Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus.

2.14.21 Under no circumstances shall a driver refuse to pick up or discharge a student at an established school bus stop, unless authorized in advance by the District, nor shall a driver remove a student from a bus providing services hereunder before reaching the student's intended destination, except in the case of an emergency.

2.14.22 The Contractor shall provide dispatchers at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said dispatchers will maintain contact with the District until the last student is off the last bus and the dispatchers notify the District that all of the students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the District is so notified. The dispatchers may not have a regularly assigned route.

2.14.23 The Contractor must provide a private telephone number, for District use only, to allow the District immediate, direct access to each Terminal. The Contractor is required to provide a fax machine in each terminal and provide said number to the District. Additionally, the Contractor is required to have access to internet communications and periodically throughout school days check an email address that the Contractor will supply to the District.

2.14.24 When directed by the District, the contractor must have each vehicle utilized in performing services for any handicap/special needs children and will have a bus assistant, in addition to the driver. The assistants must be employed and properly trained by the Contractor, and must participate in any District training deemed necessary, at no cost to the District. Each such employee shall be fully capable of lifting and seating pupils when required. Any such personnel, including both drivers and assistants, must be capable of being trained and operating various medical devices necessary to the well-being of the pupils being transported. The District shall provide, at its cost and expense, nurses for those students requiring transit nursing. The Contractor may only subcontract for driver and bus assistant positions with the written approval of the District.

2.14.25 The District reserves the right to require a change in Driver/Bus Assistant route assignment should circumstances warrant, due to the fact that the actions and conduct of bus drivers or assistants reflect upon

the District as a whole. The Superintendent of Schools or designee shall have the final authority in these matters.

2.14.26 The Contractor must supply a sufficient number of trained mechanics (not fewer than a 1:15 ratio) to meet the Tennessee Department of Safety inspection criteria required by Federal, State, and local laws and regulations. The Contractor is responsible for providing all necessary training to ensure that the maintenance staff is capable and efficient in the maintenance of the vehicles utilized under the terms of this contract.

2.14.27 Prior to the start of each school year, and within thirty (30) days of new hire, every Contractor employee assigned to the District shall receive two collared shirts and one cap (optional, but the only cap allowed), embroidered with the Contractor name and/or logo. The Contractor shall pay for the above items. The drivers will be responsible for providing and wearing one color (black, navy or tan) pants to complement the Contractor-provided shirt. This shirt and pants combination will serve as the driver uniform for the District.

2.15 **Vehicles.** It shall be the responsibility of the Contractor to provide a sufficient number of operable school buses, with sufficient capacities to adequately meet the needs of the District. As buses are maintained, it is the Contractor's full responsibility to replace buses that consistently break down.

2.15.1 All vehicles will have valid Tennessee Department of Safety operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract.

2.15.2 CONTRACTOR will maintain all school buses and related equipment in a safe, clean, and operable condition according to CDC guidelines, including COVID-19 mandates. Contractor will provide personal protective equipment (PPE) and hand sanitizer to its employees and will clean buses with CDC and EPA approved disinfectants twice per day, when school is in session.

2.15.3 In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of the total fleet (at each terminal/including lift buses) as spare vehicles located at such a place to insure that the spare vehicle can respond to an in-District vehicle need within 20 minutes. Stand-by drivers must be able to operate these vehicles. Included in the minimum of 10% of the total fleet, as spare vehicles, there must be at least 10% of each type and pupil capacity that is in service to the District.

2.15.4 The average age of the entire fleet is eight (8) years max. Vehicle ages for compliance with this provision are calculated at the beginning of each year by taking the current calendar year and subtracting the model year. For example, a 2020 model year bus would be considered eight years old for the 2028-2029 school year. The average fleet age calculation will be performed at the beginning of each school year unless the School District determined that the Contractor removed "newer" vehicles during the school year once the average age calculation was performed. Should this blatant violation of the contract occur, the District reserves the right to terminate the contract pursuant to the termination procedures as detailed herein. The Contractor will be required to provide an annual listing of vehicles in service to the District, which shall include at a minimum the make, model, year, seating capacity, VIN #, and mileage.

2.15.4.1 All school buses supplied by Contractor shall meet or exceed the standards established by the applicable laws and regulations. Contractor shall maintain the school buses used to provide transportation services in accordance with law and accepted industry maintenance standards.

2.15.4.2 In the event that District or any governmental agency imposes equipment requirements other than those set forth above on contractor's vehicles during term of Agreement, which are specific requirement for the operation of the Agreement or immediate installation is required for continuing operation of the vehicles, Contractor and District in good faith shall negotiate price increases applicable to such equipment requirement. If the parties do not reach agreement regarding

applicable price increases, either party may terminate the contract upon not less than 60-day prior written notice to the other party.

2.15.5 At a minimum, buses shall include the following features:

- a. Child Check Mate No Child Left Behind systems, or demonstrated equivalent automated systems. Approval of alternative equipment shall be at the discretion of the District.
- b. High back padded seats, recommended for the first two rows of SPED buses and the first rows of GenEd buses that serve Pre- K students. When approved child safety restraint seats are needed for specific students, they shall be provided by the Contractor at its expense.
- c. Flashing (LED-recommended) stop arms with eight-way warning lights.
- d. Two-way radios of at least 60 watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. The Contractor shall provide the District with one base station and three hand-held mobile radios with car and office chargers. All vehicles that transport Specialized Exceptional children, and all vehicles that travel outside of the radio coverage area, shall be equipped with cellular telephones, at no additional cost to the District. These cellular phones shall be operated consistent with State laws.
- e. All vehicles shall be equipped with mounted and active digital camera systems and ignition-activated dual infrared cameras. Each vehicle will have a minimum of 6 cameras arranged as follows: one pointed down the aisle of the bus; one pointed down the stairs of the bus; one mounted in the back of the bus to view back seats; one pointed at the driver; one mounted on or near the stop sign focusing on vehicles passing the bus when the stop sign is deployed; and one pointed out from the front of the bus. Daily, the Contractor will randomly view route recordings of not less than 5% of daily routes. All digital recordings will be maintained for not less than 30 days and may be viewed by District personnel on demand.
- f. For vehicles that transport students with disabilities, and all vehicles that travel outside of the radio coverage area, cellular telephones operated consistent with State laws.
- g. GPS equipment provided and/or installed at the Contractor's cost on each bus serving the District, in which equipment shall be capable of integrating with the District's routing software.

2.15.6 All buses will be diesel fueled unless an exception is specifically approved by the District.

2.15.7 The Superintendent, or his/her designee, reserves the right to reject buses to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for replacing the rejected vehicle(s).

2.15.8 Vehicles required by this Contract shall be provided in accordance with these specifications.

2.15.9 Contractors are required to provide with their Proposal, in the format set out on the Contractor's Vehicles Form the make, model, year, and seating capacity of each vehicle to be used in fulfilling this Contract. This list shall be updated annually, or more often as required by the District. If vehicles are to be purchased to fulfill this contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and availability must be enclosed with the Response. Documentation as to financial approvals or Company financial resources available to purchase the required vehicles **must be enclosed** with the Response.

2.15.10 The District routinely considers options for bell time modifications. Some of the options are limited to a few buildings, while other options could affect the entire program. Regardless of any decision reached, the Contractor(s) awarded the Contract(s) would be notified of significant additional fleet

requirements, giving the Contractor(s) sufficient time to order the necessary vehicles. The Contractor(s) is required to provide a sufficient number of vehicles to meet the demands, plus spare vehicles consistent with these specifications.

Facilities- (SOW)

2.16 **Facilities.** For the transportation Services, the District agrees to lease to the Contractor, and the Contractor agrees to lease from the District, the District's transportation facilities as follows:

- a. North Lot - 1384 Farmville, Memphis Facility, with parking for approx. 142 buses
- b. East Lot - 1681 Getwell, Memphis, Facility, with parking for approx. 113 buses

2.16.1 Two additional Contractor-provided facilities will be required in the South area and the Northeast area of the District to house approx. **80 buses each**.

2.16.2 All Contractor-provided facilities must ensure proper accommodations for drivers, to include restroom facilities and break rooms and telephones for the drivers' use. Portables are not considered restroom facilities for purposes of this Agreement.

2.16.3 The lease of the District facilities shall be for the annual sum of \$**1.00** per contract year. Contractor will be permitted at all times on or after **July 31, 2026**, and during the term of this Contract, the reasonable use of the District owned facilities, as well as the designated parking lots and access roads, and the bus loading and unloading areas at all District buildings. Contractor shall be responsible for tenantable repairs to the structures such as interior repair, including repair of broken windows. The Contractor will be responsible for costs of heat, air conditioning, electricity, water, sewer, or other utility charges, including telephone usage, at the terminals.

2.16.4 In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to these facilities, and any of the buildings, equipment, driveways, or other property of the District. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees. Facilities shall be inspected by the District and Contractor at the beginning of a Contract term, and at the termination of the Contract, with the Contractor liable for any repairs not attributed to normal wear and tear of day-to-day operations.

2.16.5 The Contractor shall not be responsible for any real property taxes on District owned property. The District shall continue to be responsible for major structural maintenance, including roofs, sidewalks, and plumbing wiring renovations or repairs exceeding \$10,000.00 per repair. The Contractor is specifically prohibited from using the facilities for any maintenance, parking, or related services for any other agencies or contracts being serviced by the Contractor, or any Contractor vehicles not in service to the District.

2.16.6 The Contractor shall be responsible for maintaining the properties in compliance with all Environmental Protection Agency regulations, and the Contractor shall be solely responsible for any environmental clean-up or remediation due to Contractor's use of the facility.

2.16.7 The Contractor shall accept the premises under the normal terms and conditions of an operating lease, to be provided as a separate document by the District for Contractor's acceptance.

2.17 **Fuel.** The District will furnish all fuel to be used in performance of this Contract.

2.18 **Advertising.** Vehicles used in performance of this Contract to transport pupils of the District shall not be used to display, either inside or outside of the vehicle, any commercial advertisement without the proper written authorization of the Superintendent or his/her designee.

2.19 **Transition Plan.** The successful Respondent shall submit a Transition Plan to the School District within ninety (90) days after being notified that it will be awarded the Contract. It must include, at a minimum, a plan for securing vehicles; hiring and training management, office staff, drivers, assistants, and mechanics; and the procedures and time line(s) for the continuation of the existing program. The Transition Plan will contain

information of what will be completed, when and how it will be done, and performance indicators to ensure that everything will be completed fully and timely. Such Transition Plan must be approved by the District. While the District will provide whatever assistance it can, the responsibility for the development and implementation of the Transition Plan will rest fully with the successful Respondent.

2.20 **Safety Requirements.** School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The District, through the Superintendent of Schools, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students are to enter and leave vehicles at the curb or roadside and at no time are pupils to be transported off the public highways, except in compliance with present practice or at the direction of the District's Director of Transportation.

2.21 **Route Scheduling.** Route scheduling is performed by the District, in consultation with the Contractor as needed.

2.21.1 The District will utilize the electronic routing software system, but may occasionally make changes to the software provider. The Contractor shall be responsible for providing, at its cost, computers and necessary internet connections to allow access to the routing program in the Contractor's office on a "read only" basis. Multiple use license costs shall be the responsibility of the District.

2.21.2 The District reserves the right to make changes to all/any routes. All routes shall be designed consistent with Board Policy, and shall be designed to maximize efficiency and minimize costs to the District.

2.21.3 Both parties to the Contract agree to cooperate in revising the routes and trips to improve service, operating efficiencies or economy. No changes in regular routes or sets of routes may be made without prior approval by the District. If the Contractor makes temporary route deviations for reasons of safety, weather and/or street maintenance or construction, the District must be notified immediately via email. The District will review any such deviations and determine whether it can continue.

2.21.4 No routes are to be doubled by the Contractor except upon the prior approval of the District. The Contractor will provide a schematic indicating the assigned driver's name and bus number prior to the start of school each year, and updated whenever permanent driver changes are made.

2.21.5 The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the District, including the calendars of all other schools for which the District is responsible for furnishing transportation. When schools are closed (for any reason, including "Acts of God"), transportation may be furnished on such other days as the Board declares official school days.

2.21.6 Each bus used under this Contract will display the proper route designation when on scheduled runs or trips. The route designations will be securely attached to vehicles in locations approved by the District's Director of Transportation.

2.21.7 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the District.

2.22 **Schedule Variations.** The Services contracted on regular routes are mutually understood to be contingent on the time schedules set forth in the regular route specifications. In addition to the regular route schedules, Contractor shall also perform according to the following schedule variations:

- a. District-wide mid-day dismissals when required.
- b. Early dismissals as per calendars provided by the District; late activity dismissals as per published schedules.

- c. Early dismissals of any and all schools for parent conferences, special events, emergencies, etc.
- d. Summer transportation required by the individual student programs.

The Contractor will assist in updating route information, operating times, ridership audits, and any other additional information deemed necessary by the District's Director of Transportation.

2.23 **School Closings for Inclement Weather.** To ensure the health or safety of the pupils, District may close schools due to inclement weather. **District does not pay for Services scheduled to be furnished on those days when schools are closed due to inclement weather, or for any other lawful reason.** The District will have the right to cancel any scheduled trips upon notification to the Contractor at least one (1) hour prior to the time of the departure from the overnight parking area. In the event of questionable road conditions, a District representative, with the advice and assistance of the Contractor's Manager of Transportation, will determine whether or not roads are passable and safe.

2.24 **Trial Runs.** Each school year, at a time established by the District within two weeks prior to the first day of service under the Contract, each regular driver will make at least two (2) trial a.m. and p.m. runs to include all stops assigned on the route in real time.

2.24.1 The Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the pupils, and the Contractor shall advise the District of the same. Trial runs must be operated during the typical AM and PM times in order to replicate common traffic issues and related times. The cost of providing these mandated trial runs shall be at no additional charge to the District and no billing for these runs shall occur. District may require Contractor to re-run routes if District determines that routing inefficiencies exist.

2.24.2 No route changes are to be made by the Contractor without the written permission of the District. The District reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools and services required by such change shall be without additional charges except as provided for in these specifications.

2.25 **Operating Matters.** The Contractor shall operate in accordance with the following:

2.25.1 **District Operating Policies:** Contractor shall conform to and abide by the policies, rules, and regulations of the School District set out in the written policies and rules of the District relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the District.

2.25.2 **Driver Training and Additional Training:** All bus drivers and assistants must receive and participate in required safety instruction as outlined in Federal and State laws and regulations, and any requirements of the Department of Safety or the Department of Motor Vehicles or Shelby County Schools, as well as CPR/First Aid and CPR/First Aid refresher training. The cost of such instruction shall be paid by the Contractor. Additionally, drivers and bus assistants assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers and assistants shall also receive training on the proper methods of securing each type of wheelchair transported under the Contract, prior to being placed on vehicles so equipped. Contractor shall provide, at its cost, copies of driver and attendant training plans to the District's Director of Transportation.

2.25.3 **Emergency Bus Drill:** The Contractor shall be responsible for providing training and instruction to the drivers and attendants with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. Such drills shall be held at such times and in such fashion as may be required by law. The Contractor shall, when requested, provide a bus and driver for student emergency bus evacuation drills, according to State regulations, as well as new student bus safety indoctrination held in late summer or early fall. Such services shall be provided at no additional cost to the District.

2.25.4 **Emergency Closings:** The Contractor will be required to consult with the Superintendent, Superintendent designee, or Director of Transportation, during times of inclement weather, about road conditions and the potential of delaying or closing school. The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent of Schools. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations within the District be more than one (1) hour after notification is given to the Contractor by the District.

2.25.5 **Contractor's Monthly Reports:** The Contractor shall deliver to the District written reports of operations on a monthly basis, or more frequently as required by the District. Said reports shall include matters such as: actual performance related to scheduled performance, student discipline matters, specific driver and attendant training programs, driver discipline matters and related documentation, regular and activity driver hours and trips, accidents, and other items related to the performance of the Contract. The Contractor and the District shall meet prior to the start of each school year to finalize the monthly report information to be included. Reporting may be in electronic or written formats, as required by the District, to be submitted via email or web-based applications.

2.25.6 **Accidents:** The Contractor will follow all practices that have been established in the District for procedural response to school bus accidents and incidents. In the event of any accident or incident involving the operation of a school bus, and/or injury to students while on the bus, or while loading or unloading the bus, the Contractor must immediately notify the Superintendent of Schools or his designee, and the State Department of Safety, the Motor Vehicles Department, local Police authorities, and any other appropriate agencies as required. All other written reports are to be filed immediately with the appropriate agencies and copies forwarded to the District's Director of Transportation. The District reserves the right to participate actively in any accident review of a vehicle in which its students are being transported. Failure to immediately report any accident/incident to the District may result in termination of the Contract.

2.25.7 **Student Discipline Matters:** In addition to monthly reports, in the event of any student discipline matter involving District students, the Contractor shall immediately notify the District in the manner as prescribed by District policy and procedure. The Contractor shall follow the discipline operating procedures as defined by District policy and state law (reference number T.C.A.49-6-2118 and T.C.A. 49-6-4102). Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect in the District during the term of the contract. It is of paramount importance that drivers and assistants maintain good order on the school buses. Drivers and/or assistants may be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. If requested by the District, attendance is mandatory and failure to attend may cause withdrawal of the District's certification of any driver or bus assistant who fails to do so. The Contractor shall be responsible for the cost of such attendance.

2.25.8 **Driver Discipline Matters:** Upon the decision of the Contractor and/or the District that a driver is either in violation of policy, or grossly negligent, rude, or guilty of other inappropriate behavior, the driver shall be properly and progressively disciplined by the Contractor. The Contractor will be required to provide the District's Director of Transportation with verification of any disciplinary action. In extreme cases, and after review on the part of both parties, the District may ask that a driver be removed from a given route, particular group of students, i.e., Special Needs, or from driving District students entirely depending on the severity of the negligence.

2.25.9 **Driver's Daily Reports:** Each bus driver shall be responsible for filing a daily report form each day that includes the mechanical condition of the bus and their pre-trip verification. Forms are to be kept on file by the Contractor and made available to the Superintendent or his designee as requested.

2.25.10 **Rights To Property:** As a condition of this Contract, the Contractor agrees to allow District Administrative personnel on any property connected with the service provided to the District for the

purpose of inspection at any time. Furthermore, it is agreed that if it is deemed necessary by the District, due to inadequate service or poor performance, Dispatch or Management personnel may be supplied by the District to work directly with the Contractor's management or dispatching personnel at the Contractor's location(s) connected with this Contract. The cost of such personnel will be deducted from payments due the Contractor. The Contractor shall also make the District-leased facilities available for inspection of equipment by District personnel.

2.25.11 **Cooperative Transportation:** Only those children, adults or other person(s) authorized by the District to be transported shall be transported under the Contract. The Contractor shall agree to secure the prior written approval of the District before agreeing to undertake the transportation of pupils for other districts, schools or individuals in conjunction with the trips specified in the Contract, and to furnish the District with copies of each such related Contract with another school, District or individual for such transportation. The District reserves the right to assign students from other school districts to buses/routes. Should such assignment result in increased route time, the Contractor shall be compensated upon approval of the District, according to the prices submitted in the response, and the terms and conditions as specified herein. The Contractor agrees to cooperate fully with any District cooperative transportation efforts with other school districts, should they occur.

2.25.12 **Communication:** All operational notices, route assignments, personnel background checks, route changes, trip sheets, accident and/or incident reporting and day-to-day performance requirements shall be conducted via official District electronic mail (email), and/or web based services between the District and the Contractor. All official notices to be given by the parties to this Contract shall be in writing and served by depositing same in the United States mail, postage prepaid, registered and/or certified mail.

2.26 **Supplier Diversity.** CONTRACTOR hereby commits, and the DISTRICT hereby consents, to CONTRACTOR subcontracting routes to a local minority, woman, owned business enterprise based on SCS guidelines and the District's goal(s) set for the services. The CONTRACTOR will mentor the subcontractor in support of the subcontractor's growth in the pupil transportation industry,

2.27 **Disputes.** In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between the provision of a Contract Document and provisions of a State or Federal Law or regulation, the Respondent is required to draw such matter to the attention of the District's Procurement Division before submitting its Response. If the Respondent fails to do so, its Response will be interpreted by the Superintendent or her/his designate as submitted.

The District must be notified within three (3) days of any changes in operating requirements that will result in a change in Contract compensation. Failure by the Contractor to notify the District of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to these specifications.

2.28 **Compliance with Laws.** The Contractor will be required to comply with all applicable laws.

2.28.1 In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the District requires any person, organization, group or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including responses) to comply fully with Title IX.

TITLE IX STATES: NO PERSON SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECT TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

2.28.2 **COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT AND SECTION 504 OF THE REHABILITATION ACT OF 1973.** In compliance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination against any person who is qualified with a disability), the District requires that any person, organization, group, or other entity

with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including responses) to comply fully.

2.28.3 In compliance with Title VI of the Civil Rights Act of 1964 (prohibiting discrimination in employment), the District requires any person, organization, group or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including responses) to comply fully with Title VI.

TITLE VI STATES: NO PERSON IN THE UNITED STATES SHALL, ON THE GROUND OF RACE, COLOR, OR NATIONAL ORIGIN, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

2.29 **Contract.** The successful Respondent shall be required to execute a Contract on the appropriate form furnished by the District that shall contain such other further additional provisions required by the District. The Contract shall be subject to the approval of the Superintendent of Schools, and the District Board of Education. This Contract shall contain a default provision for all obligations of Contractor contained in the Responses, Certifications, General Conditions, Specifications, and the Contract terms. The successful Respondent, (i) upon failure or refusal to execute and deliver the Contract within five (5) days after successful negotiation of the Contract, or (ii) upon refusal to enter into good faith contract negotiations on the terms and conditions contained in this RFP, shall forfeit to the District, as liquidated damages, for such failure or refusal, the security under its bond.

2.30 **Non-Performance Damages.** The District has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. It is not the District's intention, nor desire, to utilize this option unless it is deemed necessary. Methodology utilized for measuring performance may include reports and observations of District and/or school officials or any combined usage of available technologies, such as GPS tracking devices, student ID cards, and proprietary scoring systems.

2.30.1 Contractor shall perform the Services at the levels of quality, completeness, accuracy, timeliness, responsiveness and efficiency that are consistent with service levels agreed upon by the parties and incorporated into this Agreement by reference. The District and the Contractor will mutually design an instrument that will serve as the Transportation Scorecard. The Transportation Scorecard will be used to determine whether the Contractor has earned or forfeited 1% of the Contractor's annual cost increase.

2.30.2 In addition to the annual cost increase at risk, the District may subtract liquidated damages from the Contractor's invoice in accordance with the provisions.

2.30.3 In view of the difficulty the District will suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed damages for breach of this Contract:

- a. Driver transporting students(s) prior to return of background check results: \$500 per day per bus.
- b. Employing driver personnel with unsatisfactory background history: \$1000 per day per driver.
- c. Student left on unattended bus: \$1000 per incident.
- d. Driver not possessing a current CDL: \$1000 per incident
- e. Failure to comply with vehicle operation laws (including failure to wear seat belt, verifiable speeding and failure to stop at railroad crossings): \$500 per incident.
- f. Failure to provide weekly up to date drivers' list: \$500 per incident.

- g. Failure to provide Monthly Summary Report including HB322 reports: \$250 per incident.
- h. Failure to provide daily reports including bus substitution and state required safety reports: \$150 per day.
- i. Failure to Conduct Annual Customer Satisfaction Survey: \$500.
- j. Failure to inspect and maintain vehicle per Tennessee Department of Safety (TDOS) requirements: \$1000 per incident.
- k. Driver improperly uniformed: \$150 per day.
- l. Failure to adhere to approved route: \$1000 per incident.
- m. Route required to be doubled due to the absence of the regular driver and non-availability of a sub driver: equals cost of incident bus type per day.
- n. Number of students riding bus exceeds safe capacity per manufacturer's specifications: \$150 per day per bus.
- o. Failure to pick up or deliver a student with disabilities: \$150 per incident.
- p. Bus late because of a need to refuel, or because it runs out of fuel in route: \$150 per incident.
- q. Early departure of a bus from a scheduled stop: \$100 per incident.
- r. Driver misses a stop on a route or fails to pick up student: \$100 per incident.
- s. Failure of a driver to keep an up-to-date route sheet on board and on file with Contractor: \$100 per day.
- t. Bus without a two-way radio as required or a two-way radio not in proper working condition for any reason for three (3) working days: \$100 per incident.
- u. Buses without an operable GPS tracking device: \$100.00 per day per bus.
- v. Failure by dispatcher to immediately notify the District of an accident: \$1000 per incident.
- w. Failure to clean bus interior and exterior after two days' notice: \$100 per incident.
- x. Improper usage of cell phone in the operation of a school bus as defined by Tennessee Code Annotated (TCA): \$1000 per incident.
- y. Failure to stop and use proper procedures at a railroad crossing as defined by Tennessee Code Annotated (TCA): \$1000 per incident.
- z. School possesses documentation which indicates confirmation of a field trip was received but no bus(es) arrived. Students were unable to attend the event: \$500 per bus per incident.
- aa. Co-curricular and extra-curricular transportation is an important element of the District's educational program. Therefore, it is expected that the Contractor will meet the District's needs given that the District duly informs the Contractor of any trip at least 24 hours ahead of said trip. Late arrival (15 minutes) of field trip bus(es): \$100.00 per bus per incident.
- bb. In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the District shall have the right to secure such other transportation as may be necessary

and charge the cost of same to the account of the Contractor. There will be no payment to Contractor for days no service is provided, and Contractor is responsible for financial liability to the District.

- cc. If at any time the Contractor fails to provide the approved personnel (supervisors, drivers, mechanics) as required by the Contract, the District shall deduct from its monthly payment \$200.00 per day per/bus, or per person per/day, for each occurrence that such personnel are not supplied, plus there will be no payment for the services that were not provided.
- dd. All buses must have on board at all times proper vehicle registration and certificates of insurance. Buses are also required to carry proper identification signs, pursuant to these specifications. This identification is essential for the school staffs and pupils to identify the buses. Buses displaying no identification at all or more than one identification, or the wrong identification, generates confusion, inefficiency, and is sometimes costly in duplicating transportation. In order to enforce the requirements to display the prescribed identification, the District reserves the right to levy a fine of \$50.00 per day as liquidated damages for each bus run operating in violation of these requirements.
- ee. Buses provided by the Contractor to service the needs of the District are expected to be in good working order at all times. This includes regular and special needs buses. Should any bus utilized be found to be deficient in any way (doors not opening properly, inoperable lift, insufficient number of tie-downs, broken wipers, etc.), the District reserves the right to levy a fine of \$150.00 per infraction, per day, until such deficiencies are corrected.
- ff. Failure to provide a requested bus video recording within 36 hours of the request shall result in a fine of \$250.00 per incident.
- gg. In the event a student is left on a bus after the end of a route, the District will assess liquidated damages of \$25,000.00 per infraction.

2.30.4 The District shall have the right to terminate the Contract at the end of the current school year where the Respondent has failed to meet its obligation under the Contract, as evidenced by non-performance damages assessed which equals or exceeds Twenty Thousand Dollars (\$20,000.00) in any Contract Year. It is understood and agreed by the Respondent that the assessment of penalties set forth in these specifications shall be in addition to the right of the District to terminate this Contract for any of the reasons set forth herein, and that in the event of termination, the above penalties will be applied for the full period of non-compliance within any applicable notice period. In the case of termination under this Contract, the District shall also have the remedies to which it is entitled pursuant to the laws and regulations of the State of Tennessee. The rights of the District under this paragraph shall not impede or limit the rights of the District pursuant to any applicable sections of the Contract documents and shall be in addition thereto.

2.30.5 It is expressly understood by the Respondent that the District, by not exercising its rights, or by waiving any of the provisions of this contract, or by exercising the provisions of the Contract in a particular way, the District shall not be deemed to have waived any of its rights or the contract requirements.

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 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 items(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 S. Hollywood St., 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. INSURANCE:

1. The vendor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of SCBE, damage to the property of others, including SCBE, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-vendor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.

All contractors, vendors or service providers coming on to District premises to do work or provide services are required to have insurance. Insurance is necessary to cover any claims or losses for which the contractor/vendor may be responsible. Schools or central office departments should verify a current Certificate of Insurance, including endorsements from the contractor or vendor is on file with Procurement Services prior to the beginning of work and/or the start of a contract. A Certificate of Insurance is a standard form issued by the insurance company evidencing the insurance information (including policy limits and types of insurance) of its policyholder.

2. The following coverages and limits are required of all vendors: The following minimum insurance standards shall apply to all vendors performing, selling, or distributing products and services at Memphis-Shelby County Schools. If a product or service, in the opinion of Risk Management, represents an unusual or exceptional risk, additional insurance for that product or service may be required.

- **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, in an amount not less than \$1,000,000, Product Liability and Completed Operations Liability in an amount not less than \$2,000,000 combined single limit, per occurrence, and \$2,000,000 aggregate.
- **Workers' Compensation:** \$1,000,000. If the contractor/vendor has less than 5 employees, a statement on the vendor letterhead should be placed on file.
- **Employers Liability Coverage:** \$1,000,000.
- **Automobile Liability:** For vendors who will drive on District property, Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
 - For Charter Bus Companies, the minimum Automobile Liability coverage required is \$5,000,000.

Other Insurance Coverage That May Be Required:

- **Professional Liability (Errors & Omissions):** Not less than \$1,000,000 per occurrence and aggregate to be maintained for the duration of the agreement and three years following its termination.
 - This insurance requirement applies when a supplier has a professional designation or license and/or is providing professional services. The minimum

limit for architects and engineers is \$2,000,000 per occurrence and in the aggregate and may be increased depending upon the nature of the services to be provided to the District.

- **Umbrella or Excess Liability Coverage:** Not less than \$4,000,000 per occurrence and in the aggregate.
 - This coverage typically sits above the underlying General Liability, Automobile Liability and Professional Liability policies. Depending on the scope and work to be performed in the proposed agreement, this policy may be required in order for the vendor to be able to meet the minimum insurance requirements.
 - Required for all construction, security, IT, and healthcare related contracts.
- **Cyber Risk Insurance:** Not less than \$2,000,000 per claim to be maintained for the duration of the agreement and three years following its termination.
 - This insurance requirement applies when a third party will be using, storing or accessing private, confidential or protected information.
- **Environmental Liability:** Not less than \$2,000,000 per claim and in the aggregate.
 - This insurance requirement applies when a vendor will be performing environmental clean-up work (decontamination/remediation), will be working with hazardous substance or waste, or may have similar such exposures while performing work under the proposed agreement. Higher limits of environmental liability coverage may be required depending upon the scope of work.

Vendors and contractors shall name the Board of Education Shelby County Schools, it's officers, agents, employees and volunteers as an additional insured on its general liability insurance policy.

Coverages and limits are to be considered as minimum requirements and in no way limits the liability of the vendor, contractor or service provider.

All policies shall evidence insurance written by carriers authorized to conduct business in the State of Tennessee and rated at least "A" in A.M. Best's Key Rating Guide.

Renewal certificates of insurance shall be provided annually to Procurement Services until all work is completed.

Please contact Risk Management, Sandra Burgess, burgessse@scsk12.org or 416-1997 with any questions.

3. The certificate on this insurance shall be made in favor of the **Shelby County Board of Education, Memphis TN 38112** and indicate paid up coverage for the term of the contract.
4. The certificate of insurance **SHALL BE SUBMITTED** to the PROCUREMENT OFFICE, 160 S. HOLLYWOOD ST., MEMPHIS, TN 38112.
5. It will be the responsibility of the successful Respondent(s) to ensure that a **current** Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.
6. The cost of the above insurance shall be considered an overhead or operating expense to the Vendor, similar to rental costs, utilities, automobile liability insurance, and other business-related expenses. **The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Request for Proposal.**

- h. **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.
- i. **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.
- j. **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.
- k. **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.
- l. **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.
- m. **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

**RFP #122225LB
Student Transportation Services**

(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

**RFP #122225LB
Student Transportation Services**

1.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

2.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

3.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

*****Provide reference testimonials from each reference listed**

APPENDIX D: NON-COLLUSION CERTIFICATE

(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

RFP #122225LB

Student Transportation Services

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 #122225LB
Student Transportation Services

**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 #122225LB
Student Transportation Services

_____, 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 #122225LB
Student Transportation Services

VENDOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

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

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

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

() POLICY WILL BE OBTAINED/ISSUED ON _____

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

- SCBE is hereby named as Additional Insured.
- The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to SCBE.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by SCBE.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

- SCBE is hereby granted authority to contact the agency directly to confirm SCBE information or obtain copies of certificates of insurance. SCBE bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to SCBE. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The successful 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: MSCS PLOICY 2011 LOCAL PREFERENCE PURCHASING
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: COMPENSATION/PRICING SCHEDULE

RFP #122225LB

Student Transportation Services

Employees are to be provided by successful Respondent.

List pricing for the following:

HOME- TO-SCHOOL SERVICES

2026-2027

Capacity	4.5-hour Day (Daily Rate)	7.0-hour Day (Daily Rate)
71/72*		
84		
84/w undercarriage**		

***71/72 pack should be no more than 10% of fleet**

****84/with undercarriage should be minimum 10% of fleet**

Hourly cost of a Contractor supplied Bus Assistant: \$ _____

SPECIAL NEEDS HOME-TO-SCHOOL SERVICES

2026-2027

Capacity	5.5-hour Day (Daily Rate)	7.0-hour Day (Daily Rate)
37/38		
37/38 w/WC		
47/48		
47/48 w/WC		
71/72 w/WC		

Hourly cost of a Contractor supplied Bus Assistant: \$ _____

SPECIALIZED AND EXCEPTIONAL CHILDREN SERVICES
2026-2027

Capacity	Hourly Rate
37/38	
37/38 w/WC	
47/48	
47/48 w/WC	
71/72 w/WC	

Hourly cost of a Contractor supplied Bus Assistant: \$ _____

SUPPLEMENTAL TRANSPORTATION SERVICES
2026-2027

	All Size School Buses
Flat Rate Per Hour	
Minimum Trip Rate	

Optional Feature (not required)

Cost of Wi-Fi Service per bus \$ _____
 Cost of Wi-Fi Service 200 buses \$ _____

APPENDIX J: NON-BOYCOTT OF ISREAL CERTIFICATION

RFP #122225LB

Student Transportation Services



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

**RFP #122225LB
Student Transportation Services**



**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: CERTIFICATION REGARDING LOBBYING
RFP #122225LB
Student Transportation Services

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

APPENDIX M: HOLD HARMLESS AGREEMENT

RFP #122225LB

Student Transportation Services

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE CONTRACTOR AGREES TO HOLD HARMLESS AND INDEMNIFY SHELBY COUNTY BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE DISTRICT FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGEMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

- A. ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY THE CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES OR BY ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT, EXCEPT FOR SUCH INJURY OR DAMAGE ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE DISTRICT AND SHELBY COUNTY BOARD OF EDUCATION, AND THEIR OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES;
- B. ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY NEGLIGENT ACT, DEFAULT, ERROR OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR OF ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

THE ASSUMPTION OF INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST DISTRICT, SHELBY COUNTY BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE DISTRICT OR SHELBY COUNTY BOARD OF EDUCATION ON ANY SUCH CLAIM OR DEMAND AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST DISTRICT OR SHELBY COUNTY BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE BOARD OR THE DISTRICT ARISING OUT OF ANY SUCH CLAIM OR DEMAND.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGEMENT, CLAIM OR DEMAND OF WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGEMENT MONETARY OR OTHERWISE. AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR; PROVIDED HOWEVER, THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL NOT APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGEMENT, CLAIM, OR DEMAND ARISING OUT OF THE NEGLIGENCE OR WILLFULL MISCONDUCT OF THE DISTRICT OR BOARD, THEIR OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

Signature _____ Date _____

Sworn to before me this _____ day of _____, 2025.

(NOTARY PUBLIC)

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.