

**GMSD Board Business Meeting**  
**April 30, 2024 6:00 PM**  
Board Room, GMSD Office

1. Call to Order
2. Moment of Silence
3. Pledge of Allegiance
4. Approval of Agenda
5. Recognition and Awards
6. REPORTS
  - 6.A. TN Legislative Update
  - 6.B. Chairman's Report
  - 6.C. Financial Report
  - 6.D. Superintendent's Report
7. Citizens to be heard
8. CONSENT AGENDA
  - 8.A. Approval of the Minutes
  - 8.B. Revision of Policies Second Reading
9. BOARD ACTION ITEMS
  - 9.A. GMSD FY 2024-2025 General Fund Budget - First Reading
  - 9.B. Houston High School Elevator Replacement
  - 9.C. Fourth Amendment to Custodial Services Contract
  - 9.D. Bid #FY2024-003 for the Farmington Elementary School Painting Project
  - 9.E. Bid #FY2024-004 for the Riverdale Elementary School Painting Project
  - 9.F. Second Amendment to Maintenance Service Agreement
  - 9.G. 3M Security glass purchase for remaining District windows
  - 9.H. Nominations for the TSBA Volunteer and Student Award
  - 9.I. Revision of Policy 4.600 Grading
10. Announcements:
  - Spring sports are continuing, so please check the district and school calendars for dates, times, and locations of a plethora of sporting events.
  - Houston High Sophomore Night is May 9th at 6:00 p.m.
  - The Forest Hill Elementary School Choir has its Pops Concert on May 9th at 6:30 p.m.
  - Houston High's graduation is May 17th at 6:00 p.m. at Bellevue Baptist Church.
  - Project Graduation is May 17th at Main Event, beginning at 11:00 p.m.
  - GOAL's graduation is May 20th at 6:00 p.m. at the District Office.
  - The next Board work session is May 14th at 5:30 p.m., and the next Board business meeting is May 21st at 6:00 p.m., both at the District Office.
  - On May 22<sup>nd</sup>, school's out for summer!
  - And, finally, today is Mrs. Huffman's birthday!
11. Adjournment

Germantown Municipal School District

**BALANCE SHEET**

**All Funds**

As of Month Ending March 31, 2024

	School Operating	Federal Projects	Cafeteria	Capital Projects	Health Insurance	OPEB Trust	General Fixed Asset Account Group	Total
<b>ASSETS</b>								
Cash and Cash Equivalents	656,812.85	(296,169.14)	1,290,912.67	2,147,191.66	2,125,134.59	106,307.31	-	6,030,189.94
Investments - LGIP	27,820,617.81	-	-	-	-	5,349,466.87	-	33,170,084.68
Investments - Money Market	-	-	-	-	-	-	-	-
Cash Clearing - School Activity	5,000.00	-	-	-	-	-	-	5,000.00
CDARS - First Horizon	-	-	-	-	-	-	-	-
Accrued Interest	-	-	-	-	-	453.27	-	453.27
Accounts Receivable	-	-	-	-	-	-	-	-
Due from Other Govts	-	296,169.14	41,782.02	-	-	-	-	337,951.16
Due from City	-	-	-	-	-	-	-	-
Due from Schools	-	-	-	-	-	-	-	-
Due from Other Funds	21,041.22	-	-	-	-	-	-	21,041.22
Restricted Investments - SRT	1,217,260.00	-	-	-	-	-	-	1,217,260.00
Prepaid Expenses	16,249.84	-	-	-	-	-	-	16,249.84
Fixed Assets:	-	-	-	-	-	-	-	-
Land	-	-	-	-	-	-	6,377,894.00	6,377,894.00
Land Improvements	-	-	-	-	-	-	1,970,270.25	1,970,270.25
Buildings	-	-	-	-	-	-	112,715,805.57	112,715,805.57
Improvements	-	-	-	-	-	-	8,336,266.31	8,336,266.31
Equipment	-	-	-	-	-	-	20,683,063.92	20,683,063.92
Construction-in-Progress	-	-	-	-	-	-	22,306,468.69	22,306,468.69
Accumulated Depreciation	-	-	-	-	-	-	(32,081,337.51)	(32,081,337.51)
<b>ASSETS TOTAL</b>	<b>29,736,981.72</b>	<b>-</b>	<b>1,332,694.69</b>	<b>2,147,191.66</b>	<b>2,125,134.59</b>	<b>5,456,227.45</b>	<b>140,308,431.23</b>	<b>181,106,661.34</b>
<b>LIABILITIES</b>								
Accounts Payable	-	-	154,310.56	-	-	-	-	154,310.56
Accrued Expenses	81,681.42	-	-	-	324,916.00	-	-	406,597.42
Due to the City of Germantown	-	-	-	-	-	-	-	-
Due to Schools	-	-	-	-	-	-	-	-
Due to Other Funds	-	-	-	-	-	-	-	-
Unearned Revenue	1,500.00	-	103,992.03	-	-	-	-	105,492.03
<b>LIABILITIES TOTAL</b>	<b>83,181.42</b>	<b>-</b>	<b>258,302.59</b>	<b>-</b>	<b>324,916.00</b>	<b>-</b>	<b>-</b>	<b>666,400.01</b>
<b>FUND BALANCE</b>								
Change in Fund Balance	5,366,985.86	-	56,448.20	1,488,075.84	(84,556.90)	718,918.99	4,696,374.59	12,242,246.58
Beginning Fund Balance	24,286,814.44	-	1,017,943.90	659,115.82	1,884,775.49	4,737,308.46	135,612,056.64	168,198,014.75
Ending Fund Balance	29,653,800.30	-	1,074,392.10	2,147,191.66	1,800,218.59	5,456,227.45	140,308,431.23	180,440,261.33
<b>LIABILITIES AND FUND BAL TOTAL</b>	<b>29,736,981.72</b>	<b>-</b>	<b>1,332,694.69</b>	<b>2,147,191.66</b>	<b>2,125,134.59</b>	<b>5,456,227.45</b>	<b>140,308,431.23</b>	<b>181,106,661.34</b>
<b>VARIANCE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Germantown Municipal School District  
**REVENUE and EXPENSE REPORT**  
**SCHOOL OPERATING FUND**  
As of Month Ending March 31, 2024

	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
<b>REVENUES:</b>					
<b>TISA Revenue</b>	36,340,385.00	3,663,459.78	29,291,311.84	(7,049,073.16)	80.60%
<b>Shelby County:</b>					
Property Taxes	17,254,309.00	6,776,341.00	15,904,923.31	(1,349,385.69)	92.18%
Sales Tax	9,972,177.00	1,111,905.18	6,181,558.56	(3,790,618.44)	61.99%
Wheel Tax	1,403,882.00	-	294,239.20	(1,109,642.80)	20.96%
<b>City of Germantown:</b>					
Maintenance of Effort	3,082,064.00	256,838.67	2,311,548.03	(770,515.97)	75.00%
PEG Funding	124,000.00	-	28,252.82	(95,747.18)	22.78%
Mixed Drink Tax	240,000.00	27,635.32	109,166.02	(130,833.98)	45.49%
<b>Other Local Revenue</b>	1,158,420.00	151,497.89	1,145,062.82	(13,357.18)	98.85%
<b>Tuition</b>	106,885.00	1,750.00	94,106.00	(12,779.00)	88.04%
<b>Other State Revenue</b>	2,577,118.00	90,198.43	499,214.83	(2,077,903.17)	19.37%
<b>Transfers - Indirect Costs</b>	35,000.00	-	-	(35,000.00)	0.00%
<b>Reserves</b>	4,676,693.59	-	-	(4,676,693.59)	0.00%
<b>TOTAL REVENUES</b>	<b>76,970,933.59</b>	<b>12,079,626.27</b>	<b>55,859,383.43</b>	<b>(21,111,550.16)</b>	<b>72.57%</b>

<b>EXPENDITURES:</b>					
	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
<b>Regular Instruction</b>					
Salaries & Wages	23,375,509.00	1,859,474.98	15,233,299.81	(8,142,209.19)	65.17%
Benefits	5,337,096.00	469,741.44	3,721,216.07	(1,615,879.93)	69.72%
Contract w/Priv. Agencies	227,750.00	-	227,733.00	(17.00)	99.99%
Maint & Rep - Equipment	12,000.00	57.00	6,086.54	(5,913.46)	50.72%
Travel	2,500.00	167.11	529.49	(1,970.51)	21.18%
Other Contract Svcs	1,050,065.00	105,835.81	810,283.76	(239,781.24)	77.17%
Inst. Supplies	749,829.43	301.75	144,492.02	(605,337.41)	19.27%
Textbooks	534,771.40	-	333,962.07	(200,809.33)	62.45%
Software	375,000.00	(23,605.00)	299,203.79	(75,796.21)	79.79%
Other Supplies	206,500.00	-	139,124.50	(67,375.50)	67.37%
Other Charges	29,634.00	-	23,265.14	(6,368.86)	78.51%
Equipment	1,810,028.00	3,892.12	1,609,400.38	(200,627.62)	88.92%
<b>Total Regular Instruction</b>	<b>33,710,682.83</b>	<b>2,415,865.21</b>	<b>22,548,596.57</b>	<b>(11,162,086.26)</b>	<b>66.89%</b>

<b>Alternative Education</b>					
Salaries & Wages	328,171.00	28,608.89	219,831.87	(108,339.13)	66.99%
Benefits	80,183.00	7,050.40	54,272.07	(25,910.93)	67.69%
Inst. Supplies	1,000.00	-	618.01	(381.99)	0.00%
Equipment	1,000.00	-	495.37	(504.63)	49.54%
<b>Total Alternative Education</b>	<b>410,354.00</b>	<b>35,659.29</b>	<b>275,217.32</b>	<b>(135,136.68)</b>	<b>67.07%</b>

<b>Special Education</b>					
Salaries & Wages	4,599,759.00	354,722.41	2,900,504.31	(1,699,254.69)	63.06%
Benefits	1,138,228.00	97,985.08	779,547.15	(358,680.85)	68.49%
Contract w/Priv. Agencies	38,900.00	-	38,900.00	0.00	100.00%
Contracts for Sub Teachers	8,000.00	-	7,927.68	(72.32)	99.10%
Noncertified Subs	5,000.00	-	2,141.10	(2,858.90)	42.82%
Inst. Supplies	32,300.00	249.95	29,653.31	(2,646.69)	91.81%
Equipment	3,000.00	-	2,850.49	(149.51)	95.02%
<b>Total Special Education</b>	<b>5,825,187.00</b>	<b>452,957.44</b>	<b>3,761,524.04</b>	<b>(2,063,662.96)</b>	<b>64.57%</b>

Germantown Municipal School District  
**REVENUE and EXPENSE REPORT**  
**SCHOOL OPERATING FUND**  
As of Month Ending March 31, 2024

Career & Technical Education	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
Salaries & Wages	1,049,230.00	82,392.96	700,745.88	(348,484.12)	66.79%
Benefits	282,519.00	22,630.18	178,174.94	(104,344.06)	63.07%
Maintenance & Repairs	1,000.00	-	-	(1,000.00)	0.00%
Inst. Supplies	561,000.00	-	218,423.05	(342,576.95)	38.93%
Other Supplies	25,000.00	-	-	(25,000.00)	0.00%
Other Charges	591,000.00	-	-	(591,000.00)	0.00%
Equipment	740,000.00	-	8,482.00	(731,518.00)	1.15%
<b>Total Career &amp; Technical Education</b>	<b>3,249,749.00</b>	<b>105,023.14</b>	<b>1,105,825.87</b>	<b>(2,143,923.13)</b>	<b>34.03%</b>
<b>Attendance &amp; Planning</b>					
Salaries & Wages	646,636.00	53,390.20	468,902.78	(177,733.22)	72.51%
Benefits	157,843.00	10,573.06	89,340.39	(68,502.61)	56.60%
Travel	500.00	41.67	225.86	(274.14)	45.17%
Other Contract Svcs.	1,000.00	-	750.00	(250.00)	0.00%
Other Supplies	5,000.00	-	4,385.26	(614.74)	87.71%
Inservice/Staff Dev.	25,000.00	3,048.76	23,358.25	(1,641.75)	93.43%
Other Charges	15,000.00	2,908.42	12,502.07	(2,497.93)	83.35%
<b>Total Attendance &amp; Planning</b>	<b>850,979.00</b>	<b>69,962.11</b>	<b>599,464.61</b>	<b>(251,514.39)</b>	<b>70.44%</b>
<b>Health Services</b>					
Salaries & Wages	518,766.00	41,916.68	340,513.56	(178,252.44)	65.64%
Benefits	154,410.00	11,525.22	91,696.64	(62,713.36)	59.39%
Other Contract Svcs.	1,000.00	-	933.14	(66.86)	93.31%
Other Supplies	12,500.00	-	(150.00)	(12,650.00)	-1.20%
Inservice/Staff Dev.	7,500.00	1,978.70	5,849.12	(1,650.88)	77.99%
Other Charges	7,500.00	-	2,538.47	(4,961.53)	33.85%
Equipment	8,250.00	-	4,288.97	(3,961.03)	51.99%
<b>Total Health Services</b>	<b>709,926.00</b>	<b>55,420.60</b>	<b>445,669.90</b>	<b>(264,256.10)</b>	<b>62.78%</b>
<b>Other Student Support/Guidance</b>					
Salaries & Wages	1,313,935.00	108,918.02	894,520.95	(419,414.05)	68.08%
Benefits	305,420.00	25,550.63	201,974.70	(103,445.30)	66.13%
Travel	30,000.00	-	200.49	(29,799.51)	0.67%
Other Contract Svcs.	190,000.00	1,750.00	54,620.00	(135,380.00)	28.75%
Other Supplies	7,500.00	-	-	(7,500.00)	0.00%
Inservice/Staff Dev.	54,000.00	-	15,220.42	(38,779.58)	28.19%
Other Charges	26,500.00	-	17,964.53	(8,535.47)	67.79%
Other Equipment	95,408.00	-	43,430.71	(51,977.29)	45.52%
<b>Total Other Student Support</b>	<b>2,022,763.00</b>	<b>136,218.65</b>	<b>1,227,931.80</b>	<b>(794,831.20)</b>	<b>60.71%</b>
<b>Reg. Instruction Support</b>					
Salaries & Wages	2,301,338.00	173,939.25	1,472,332.04	(829,005.96)	63.98%
Benefits	497,698.00	43,866.10	352,090.00	(145,608.00)	70.74%
Consultants	68,000.00	1,257.26	27,317.26	(40,682.74)	40.17%
Travel	2,000.00	153.97	1,722.33	(277.67)	86.12%
Library Books/Media	43,400.00	-	43,398.00	(2.00)	100.00%
Other Supplies	13,500.00	282.92	8,401.41	(5,098.59)	62.23%
Inservice/Staff Dev.	55,000.00	11,887.55	30,425.62	(24,574.38)	55.32%
Other Charges	5,000.00	89.31	2,503.49	(2,496.51)	50.07%
Other Equipment	10,000.00	-	4,805.68	(5,194.32)	48.06%
<b>Total Reg. Instruction Support</b>	<b>2,995,936.00</b>	<b>231,476.36</b>	<b>1,942,995.83</b>	<b>(1,052,940.17)</b>	<b>64.85%</b>

Germantown Municipal School District  
**REVENUE and EXPENSE REPORT**  
**SCHOOL OPERATING FUND**  
As of Month Ending March 31, 2024

<b>SPED Support</b>	<b>BUDGET</b>	<b>MONTH</b>	<b>FYTD</b>	<b>VARIANCE</b>	<b>EXPENDED</b>
Salaries & Wages	1,695,782.00	142,239.46	1,187,524.07	(508,257.93)	70.03%
Benefits	423,170.00	35,580.96	286,867.40	(136,302.60)	67.79%
Contract w/Priv. Agencies	918.75	-	918.75	0.00	100.00%
Evaluation & Testing	4,500.00	499.90	3,051.80	(1,448.20)	67.82%
Travel	7,500.00	340.36	2,594.66	(4,905.34)	34.60%
Other Supplies	22,351.25	-	22,302.88	(48.37)	99.78%
Inservice/Staff Dev.	19,000.00	-	18,648.85	(351.15)	98.15%
Other Charges	2,000.00	-	1,694.25	(305.75)	84.71%
<b>Total SPED Support</b>	<b>2,175,222.00</b>	<b>178,660.68</b>	<b>1,523,602.66</b>	<b>(651,619.34)</b>	<b>70.04%</b>
<b>Career and Technical Support</b>					
Director/ Supervisor	20,828.00	1,735.34	15,818.18	(5,009.82)	75.95%
Benefits	5,711.00	508.62	4,281.36	(1,429.64)	74.97%
Other Contracted Services	5,000.00	-	-	(5,000.00)	0.00%
Other Supplies	1,953.00	-	-	(1,953.00)	0.00%
Inservice/Staff Dev.	4,000.00	211.36	511.36	(3,488.64)	12.78%
<b>Total Vocational Support</b>	<b>37,492.00</b>	<b>2,455.32</b>	<b>20,610.90</b>	<b>(16,881.10)</b>	<b>54.97%</b>
<b>Technology</b>					
Salaries & Wages	801,165.00	62,556.06	594,356.27	(206,808.73)	74.19%
Benefits	251,359.00	17,585.84	144,006.31	(107,352.69)	57.29%
Communications	113,288.62	6,052.22	58,412.80	(54,875.82)	51.56%
Consultants	13,500.00	-	4,500.00	(9,000.00)	33.33%
Maintenance & Repairs	71,645.48	3,498.00	43,582.24	(28,063.24)	60.83%
Internet Connectivity	287,469.30	15,651.20	157,558.64	(129,910.66)	54.81%
Travel	1,800.00	302.17	1,184.36	(615.64)	65.80%
Office Supplies	500.00	-	482.35	(17.65)	96.47%
Cabling	10,000.00	-	9,561.12	(438.88)	95.61%
Software	641,978.18	-	454,463.74	(187,514.44)	70.79%
Other Supplies	39,529.16	1,586.29	20,878.02	(18,651.14)	52.82%
Inservice/Staff Dev.	7,200.00	396.27	1,249.37	(5,950.63)	17.35%
Other Charges	45,753.72	14,000.00	42,369.07	(3,384.65)	92.60%
Adm Equipment	102,371.46	1,205.99	60,898.45	(41,473.01)	59.49%
Other Equipment	15,000.00	1,445.48	13,832.49	(1,167.51)	92.22%
<b>Total Technology</b>	<b>2,402,559.92</b>	<b>124,279.52</b>	<b>1,607,335.23</b>	<b>(795,224.69)</b>	<b>66.90%</b>
<b>Board of Education</b>					
Salaries & Wages	21,500.00	-	21,500.00	0.00	100.00%
Benefits	58,645.00	379.40	24,839.62	(33,805.38)	42.36%
OPEB	2,371,000.00	1,667,000.00	2,203,886.00	(167,114.00)	92.95%
Audit Services	69,000.00	2,000.00	69,000.00	0.00	100.00%
Dues & Memberships	21,000.00	8,307.00	17,557.00	(3,443.00)	83.60%
Legal Services	210,000.00	10,402.92	90,192.22	(119,807.78)	42.95%
Other Supplies	1,000.00	-	446.06	(553.94)	44.61%
Judgments	355,453.00	-	355,453.00	0.00	100.00%
Liability Insurance	100,748.00	-	76,609.00	(24,139.00)	76.04%
Surety Bond Premium	300.00	-	300.00	0.00	100.00%
Trustee Commissions	472,886.00	146,496.83	377,133.55	(95,752.45)	79.75%
Workers' Compensation	90,000.00	1,000.00	82,759.27	(7,240.73)	91.95%
Inservice/Staff Dev.	20,000.00	1,193.64	19,132.38	(867.62)	95.66%
<b>Total Board of Education</b>	<b>3,791,532.00</b>	<b>1,836,779.79</b>	<b>3,338,808.10</b>	<b>(452,723.90)</b>	<b>88.06%</b>

Germantown Municipal School District  
**REVENUE and EXPENSE REPORT**  
**SCHOOL OPERATING FUND**  
As of Month Ending March 31, 2024

Superintendent	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
Salaries & Wages	489,052.00	35,447.94	369,845.08	(119,206.92)	75.62%
Benefits	116,308.00	9,711.50	90,677.42	(25,630.58)	77.96%
Dues & Memberships	9,500.00	105.35	4,330.35	(5,169.65)	45.58%
Postal Charges	10,000.00	152.00	7,143.27	(2,856.73)	71.43%
Travel	5,000.00	32.56	3,120.56	(1,879.44)	62.41%
Other Contracted Svcs.	29,600.00	315.73	10,512.21	(19,087.79)	35.51%
Office Supplies	20,000.00	1,171.68	6,526.29	(13,473.71)	32.63%
Other Supplies	47,545.00	2,294.63	34,016.33	(13,528.67)	71.55%
Inservice/Staff Dev.	21,200.00	279.76	9,544.24	(11,655.76)	45.02%
Other Charges	1,000.00	-	-	(1,000.00)	0.00%
<b>Total Superintendent</b>	<b>749,205.00</b>	<b>49,511.15</b>	<b>535,715.75</b>	<b>(213,489.25)</b>	<b>71.50%</b>
<b>Office of the Principal</b>					
Salaries & Wages	3,424,043.00	285,159.75	2,396,747.60	(1,027,295.40)	70.00%
Benefits	825,861.00	67,938.12	548,634.07	(277,226.93)	66.43%
Other Contract Svcs.	35,000.00	-	35,000.00	0.00	100.00%
Other Supplies	147,000.00	-	147,000.00	0.00	100.00%
Inservice/Staff Dev.	10,950.00	434.10	6,526.71	(4,423.29)	59.60%
Other Charges	15,550.00	-	15,550.00	0.00	100.00%
<b>Total Office of the Principal</b>	<b>4,458,404.00</b>	<b>353,531.97</b>	<b>3,149,458.38</b>	<b>(1,308,945.62)</b>	<b>70.64%</b>
<b>Fiscal Services</b>					
Salaries & Wages	463,426.00	30,543.81	319,603.20	(143,822.80)	68.97%
Benefits	128,974.00	7,980.98	75,403.39	(53,570.61)	58.46%
Dues & Memberships	700.00	290.00	340.00	(360.00)	48.57%
Travel	600.00	-	-	(600.00)	0.00%
Other Contract Svcs.	10,000.00	-	3,200.00	(6,800.00)	32.00%
Office Supplies	5,000.00	314.60	3,430.46	(1,569.54)	68.61%
Software	103,228.00	502.50	87,601.05	(15,626.95)	84.86%
Inservice/Staff Dev.	6,000.00	-	3,812.38	(2,187.62)	63.54%
Other Charges	17,250.00	954.72	3,187.66	(14,062.34)	18.48%
Other Equipment	1,500.00	-	417.57	(1,082.43)	27.84%
<b>Total Fiscal Services</b>	<b>736,678.00</b>	<b>40,586.61</b>	<b>496,995.71</b>	<b>(239,682.29)</b>	<b>67.46%</b>
<b>Human Resources</b>					
Salaries & Wages	420,328.00	34,014.48	310,630.68	(109,697.32)	73.90%
Benefits	103,120.00	7,094.02	61,843.28	(41,276.72)	59.97%
Dues & Memberships	844.00	-	-	(844.00)	0.00%
Travel	100.00	-	-	(100.00)	0.00%
Other Contract Svcs.	6,838.00	-	6,837.75	(0.25)	100.00%
Office Supplies	2,000.00	157.92	1,199.56	(800.44)	59.98%
Software	16,285.00	-	13,084.85	(3,200.15)	80.35%
Other Supplies	1,200.00	-	-	(1,200.00)	0.00%
Inservice/Staff Dev.	40,815.00	3,059.52	33,923.75	(6,891.25)	83.12%
Other Charges	2,000.00	-	1,411.70	(588.30)	70.59%
<b>Total Human Resources</b>	<b>593,530.00</b>	<b>44,325.94</b>	<b>428,931.57</b>	<b>(164,598.43)</b>	<b>72.27%</b>

Germantown Municipal School District  
**REVENUE and EXPENSE REPORT**  
**SCHOOL OPERATING FUND**  
As of Month Ending March 31, 2024

Operation of Plant	BUDGET	MONTH	FYTD	VARIANCE	EXPENDED
Salaries & Wages	580,905.00	43,705.40	390,249.67	(190,655.33)	67.18%
Benefits	188,363.00	12,273.65	104,064.89	(84,298.11)	55.25%
Janitorial Services	1,425,000.00	116,909.96	941,779.68	(483,220.32)	66.09%
Other Contract Svcs.	180,000.00	9,424.75	95,940.87	(84,059.13)	53.30%
Utilities	1,300,000.00	83,915.99	804,414.84	(495,585.16)	61.88%
Property Insurance	330,000.00	-	317,501.00	(12,499.00)	96.21%
Other Charges	50,000.00	3,647.71	34,141.09	(15,858.91)	68.28%
Equipment	5,000.00	-	-	(5,000.00)	0.00%
<b>Total Operation of Plant</b>	<b>4,059,268.00</b>	<b>269,877.46</b>	<b>2,688,092.04</b>	<b>(1,371,175.96)</b>	<b>66.22%</b>
<b>Maintenance of Plant</b>					
Salaries & Wages	546,932.00	45,077.12	411,502.56	(135,429.44)	75.24%
Benefits	149,667.00	11,891.87	102,805.27	(46,861.73)	68.69%
Maintenance & Repairs	976,850.00	79,739.71	797,389.86	(179,460.14)	81.63%
Travel	25,000.00	2,913.83	12,661.76	(12,338.24)	50.65%
Other Contract Svcs.	10,000.00	-	-	(10,000.00)	0.00%
Office Supplies	1,000.00	13.99	382.95	(617.05)	38.30%
Inservice/Staff Dev.	10,000.00	-	5,960.73	(4,039.27)	59.61%
<b>Total Maintenance of Plant</b>	<b>1,719,449.00</b>	<b>139,636.52</b>	<b>1,330,703.13</b>	<b>(388,745.87)</b>	<b>77.39%</b>
<b>Transportation</b>					
Contracts w/Other Schools	74,856.00	6,399.00	57,591.00	(17,265.00)	76.94%
Contracts w/Private Agencies	2,000,000.00	174,554.95	1,057,176.35	(942,823.65)	52.86%
Diesel	225,000.00	19,008.85	116,521.29	(108,478.71)	51.79%
<b>Total Transportation</b>	<b>2,299,856.00</b>	<b>199,962.80</b>	<b>1,231,288.64</b>	<b>(1,068,567.36)</b>	<b>53.54%</b>
<b>Safety</b>					
Benefits	0.00	-	60.87	60.87	#DIV/0!
Maintenance & Repairs	3,000.00	-	-	(3,000.00)	0.00%
Office Supplies	250.00	-	159.95	(90.05)	63.98%
Other Supplies & Materials	500.00	-	-	(500.00)	0.00%
Inservice/Staff Dev.	10,000.00	-	9,736.40	(263.60)	97.36%
Other Charges	27,500.00	-	14,920.18	(12,579.82)	54.26%
Other Equipment	55,000.00	-	21,273.04	(33,726.96)	38.68%
<b>Total Safety</b>	<b>96,250.00</b>	<b>-</b>	<b>46,150.44</b>	<b>(50,099.56)</b>	<b>47.95%</b>
<b>Capital Outlay</b>					
Other Salaries & Wages	10,000.00	-	3,239.78	(6,760.22)	32.40%
Benefits	-	-	533.20	533.20	#DIV/0!
Architects	300,000.00	14,680.00	50,870.00	(249,130.00)	16.96%
Transfer to Other Funds	527,676.00	-	380,126.25	(147,549.75)	72.04%
Other Charges	50,000.00	-	50,000.00	0.00	100.00%
Building Construction	567,394.80	2,474.00	100,285.09	(467,109.71)	17.67%
Building Improvements	1,063,683.62	3,065.68	465,816.01	(597,867.61)	43.79%
Other Capital Outlay	1,557,156.42	98,735.49	1,136,608.75	(420,547.67)	72.99%
<b>Total Capital Outlay</b>	<b>4,075,910.84</b>	<b>118,955.17</b>	<b>2,187,479.08</b>	<b>(1,882,204.74)</b>	<b>53.67%</b>
Transfers to Cafeteria Fund	0.00	-	-	0.00	#DIV/0!
<b>EXPENDITURES TOTAL</b>	<b>76,970,933.59</b>	<b>6,861,145.73</b>	<b>50,492,397.57</b>	<b>(26,478,536.02)</b>	<b>65.60%</b>
<b>TOTAL FUND BALANCE</b>	<b>0.00</b>	<b>5,218,480.54</b>	<b>5,366,985.86</b>		

Germantown Municipal School District  
**REVENUE and EXPENSE REPORT**  
**FEDERAL PROJECTS FUND**  
As of Month Ending March 31, 2024

	BUDGET	Month	FYTD	EXPENDED
<b>REVENUES:</b>				
Consolidated Admin	71,300.00	5,365.52	51,696.47	72.51%
Title I	401,805.00	21,816.57	172,480.02	42.93%
Title II	176,723.00	12,888.04	65,287.30	36.94%
Title III	14,098.00	-	12,036.73	85.38%
Title IV	50,176.00	1,028.00	33,197.83	66.16%
Carl Perkins - Basic	62,193.00	7,076.88	44,364.08	71.33%
IDEA, Part B	1,999,290.00	89,895.29	648,780.83	32.45%
ARP IDEA	409.00	-	408.78	99.95%
IDEA, Preschool	31,762.00	-	19,592.00	61.68%
ESSER 2.0	36,531.00	-	36,531.00	100.00%
ESSER 3.0	1,719,888.00	103,031.05	881,158.36	51.23%
TN All Corps Grant	345,800.00	51,969.74	280,477.77	81.11%
<b>TOTAL REVENUES</b>	<b>4,909,975.00</b>	<b>293,071.09</b>	<b>2,246,011.17</b>	<b>45.74%</b>

<b>EXPENDITURES:</b>				
<b>Title - Cons Admin</b>				
Salaries & Wages	52,100.00	4,338.36	39,045.36	74.94%
Benefits	11,746.00	1,027.16	8,644.68	73.60%
Other Supplies & Materials	500.00	-	-	0.00%
Indirect Costs	954.00	-	-	0.00%
Inservice/Staff Dev.	6,000.00	-	4,006.43	66.77%
<b>Total Title - Cons Admin</b>	<b>71,300.00</b>	<b>5,365.52</b>	<b>51,696.47</b>	<b>72.51%</b>

<b>Title I</b>				
Salaries & Wages	172,947.00	11,138.96	81,169.05	46.93%
Benefits	40,520.00	3,330.58	23,813.47	58.77%
Contracts for Sub Teachers	6,490.00	-	258.00	3.98%
Inst. Supplies	61,139.00	4,035.87	46,012.34	75.26%
Other Supplies & Materials	2,534.00	-	-	0.00%
Indirect costs	100.00	-	-	0.00%
Inservice/Staff Dev.	79,695.00	3,311.16	11,952.26	15.00%
Other Charges	3,000.00	-	-	0.00%
Regular Instruction Equipment	35,380.00	-	9,274.90	26.22%
<b>Total Title I</b>	<b>401,805.00</b>	<b>21,816.57</b>	<b>172,480.02</b>	<b>42.93%</b>

<b>Title II</b>				
Salaries & Wages	44,600.00	3,335.90	32,273.10	72.36%
Benefits	9,920.00	800.14	7,047.86	71.05%
Contracts for Sub Teachers	10,320.00	-	387.00	3.75%
Indirect Costs	9,000.00	-	-	0.00%
Inservice/Staff Dev.	102,883.00	8,752.00	25,579.34	24.86%
<b>Total Title II</b>	<b>176,723.00</b>	<b>12,888.04</b>	<b>65,287.30</b>	<b>36.94%</b>

<b>Title III</b>				
Instructional Supplies & Materials	11,898.00	-	11,886.73	99.91%
Other Supplies & Materials	200.00	-	-	0.00%
Inservice/Staff Dev.	2,000.00	-	150.00	7.50%
<b>Total Title III</b>	<b>14,098.00</b>	<b>-</b>	<b>12,036.73</b>	<b>85.38%</b>

Germantown Municipal School District  
**REVENUE and EXPENSE REPORT**  
**FEDERAL PROJECTS FUND**  
As of Month Ending March 31, 2024

<b>Title IV</b>				
Instructional Supplies & Materials	12,450.00	-	11,867.36	95.32%
Other Supplies	18,033.00	-	9,445.56	52.38%
Indirect Costs	570.00	-	-	0.00%
Inservice/Staff Dev.	11,445.00	1,028.00	5,601.53	48.94%
Reg Instructional Equipment	6,928.00	-	5,808.00	83.83%
Other Equipment	750.00	-	475.38	63.38%
<b>Total Title IV</b>	<b>50,176.00</b>	<b>1,028.00</b>	<b>33,197.83</b>	<b>66.16%</b>

<b>Carl Perkins - Basic</b>				
Travel	12,438.00	4,800.00	4,800.00	38.59%
Instructional Supplies & Materials	19,255.00	-	15,796.99	82.04%
Other Supplies	10,000.00	-	9,280.01	92.80%
Inservice/Staff Dev.	18,000.00	2,276.88	14,487.08	80.48%
Other Equipment	2,500.00	-	-	0.00%
<b>Total Carl Perkins - Basic</b>	<b>62,193.00</b>	<b>7,076.88</b>	<b>44,364.08</b>	<b>71.33%</b>

<b>IDEA B</b>				
Salaries & Wages	809,444.00	62,862.60	443,514.56	54.79%
Benefits	308,604.00	17,148.13	120,336.72	38.99%
Contracts W/Private Agencies	113,600.00	10,238.21	31,830.57	28.02%
Evaluation & Testing	23,000.00	-	8,617.75	37.47%
Maintenance & Repairs-Vehicles	3,000.00	-	-	0.00%
Contracts for Sub Teachers	10,000.00	387.00	2,257.38	22.57%
Noncertified Subs	10,000.00	-	-	0.00%
Other Contract Svcs.	75,000.00	-	841.25	1.12%
Fuel	4,000.00	-	713.77	17.84%
Instr. Supplies	300,000.00	-	13,952.55	4.65%
Other Supplies	70,000.00	499.05	4,070.03	5.81%
Indirect costs	30,000.00	-	-	0.00%
Vehicle Insurance	1,000.00	-	225.85	22.59%
Inservice/Staff Dev.	92,107.00	(1,245.19)	14,536.32	15.78%
Other Charges	14,500.00	5.49	4,255.49	29.35%
Special Education Equipment	135,035.00	-	3,628.59	2.69%
<b>Total IDEA B</b>	<b>1,999,290.00</b>	<b>89,895.29</b>	<b>648,780.83</b>	<b>32.45%</b>

<b>ARP IDEA</b>				
Other Supplies	409.00	-	408.78	99.95%
<b>Total ARP IDEA</b>	<b>409.00</b>	<b>-</b>	<b>408.78</b>	<b>99.95%</b>

<b>IDEA Preschool</b>				
Contracts W/Private Agencies	514.00	-	-	0.00%
Instr. Supplies	25,688.00	-	15,000.00	58.39%
Indirect Costs	788.00	-	-	0.00%
Inservice/Staff Dev.	4,772.00	-	4,592.00	96.23%
<b>Total IDEA Preschool</b>	<b>31,762.00</b>	<b>-</b>	<b>19,592.00</b>	<b>61.68%</b>

Germantown Municipal School District  
**REVENUE and EXPENSE REPORT**  
**FEDERAL PROJECTS FUND**  
As of Month Ending March 31, 2024

<b>ESSER 2.0</b>				
Inservice/Staff Dev.	25,000.00	-	25,000.00	100.00%
Special Education Equipment	11,531.00	-	11,531.00	100.00%
<b>Total ESSER 2.0</b>	<b>36,531.00</b>	<b>-</b>	<b>36,531.00</b>	<b>100.00%</b>

<b>ESSER 3.0</b>				
Salaries & Wages	1,241,743.00	79,630.25	672,167.70	54.13%
Benefits	226,478.00	17,337.80	153,309.86	67.69%
Communication	27,922.00	-	-	0.00%
Contracts for Sub Teachers	160,000.00	2,838.00	39,570.75	24.73%
Inservice/Staff Dev.	63,745.00	3,225.00	16,110.05	25.27%
<b>Total ESSER 3.0</b>	<b>1,719,888.00</b>	<b>103,031.05</b>	<b>881,158.36</b>	<b>51.23%</b>

<b>TN All Corps</b>				
Salaries & Wages	294,000.00	47,175.00	243,065.00	82.68%
Benefits	22,498.00	3,608.93	18,593.84	82.65%
Other Supplies & Materials	7,000.00	1,185.81	6,668.93	95.27%
Inservice/Staff Dev.	22,302.00	-	12,150.00	54.48%
<b>Total TN All Corps</b>	<b>345,800.00</b>	<b>51,969.74</b>	<b>280,477.77</b>	<b>81.11%</b>

<b>Total Expenditures</b>	<b>4,909,975.00</b>	<b>293,071.09</b>	<b>2,246,011.17</b>	<b>45.74%</b>
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<b>TOTAL FUND BALANCE</b>	<b>0.00</b>	<b>-</b>	<b>-</b>	
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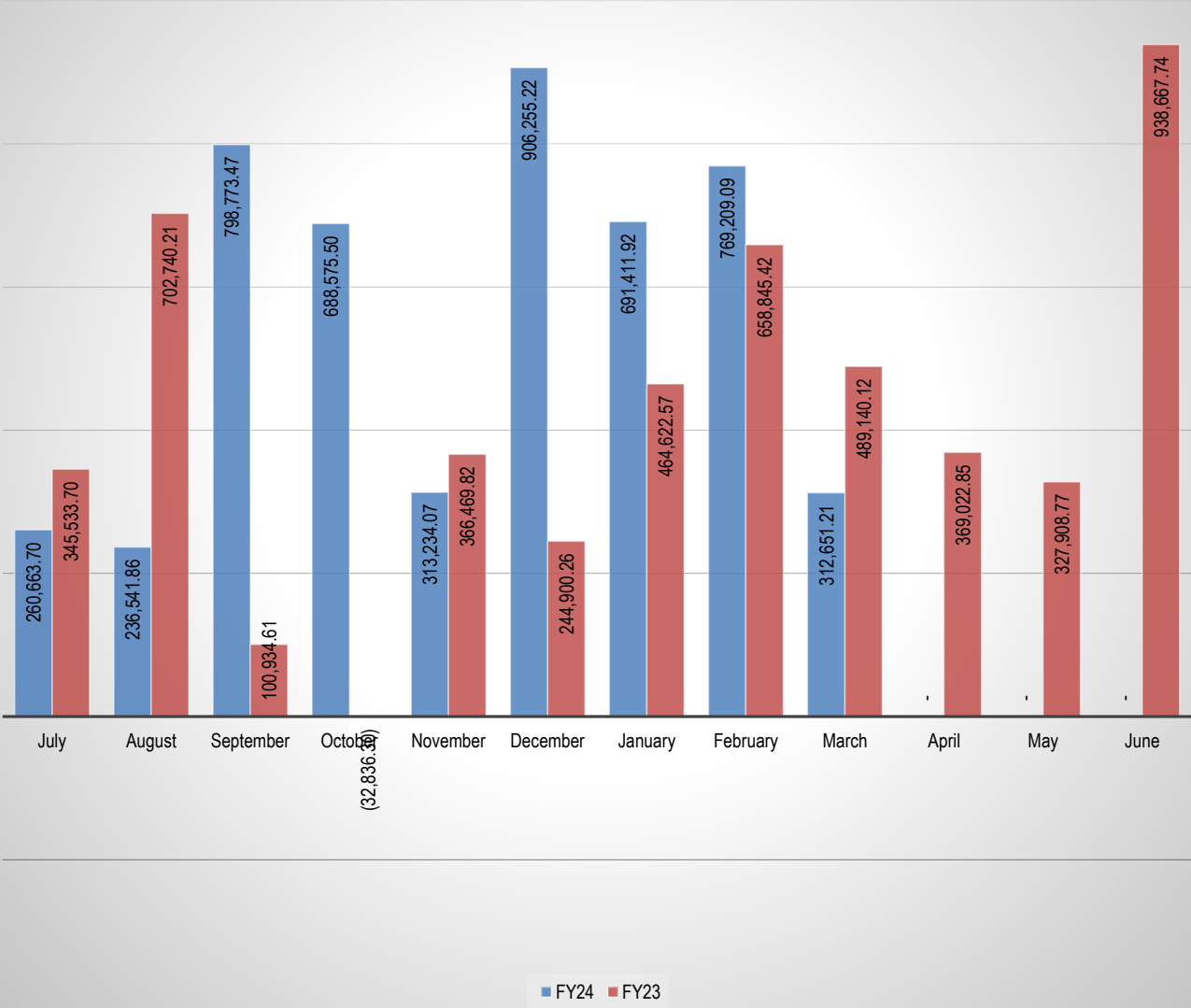
Germantown Municipal School District  
**REVENUE and EXPENSE REPORT**  
**HEALTH INSURANCE FUND**  
As of Month Ending March 31, 2024

	Month	FYTD	BUDGET	EXPENDED
<b>REVENUES:</b>				
Employee Contributions	199,973.83	1,501,740.31	1,862,500.00	80.63%
Employer Contributions	2,034,654.85	4,432,534.72	5,299,580.00	83.64%
Other Income	-	81,571.89	200,000.00	40.79%
Interest Income	-	32,374.61	-	0.00%
Reserves	-	-	1,104,920.00	0.00%
<b>TOTAL REVENUES:</b>	2,234,628.68	6,048,221.53	8,467,000.00	71.43%
<b>EXPENDITURES:</b>				
Medical Claims	312,651.21	4,977,316.04	6,767,000.00	73.55%
Stop-Loss Premiums	69,812.34	633,164.86	900,000.00	70.35%
Administrative Expenses	25,345.63	226,582.60	300,000.00	75.53%
Other Contracted Services - Clinic	39,122.38	295,714.93	500,000.00	59.14%
<b>TOTAL EXPENDITURES:</b>	446,931.56	6,132,778.43	8,467,000.00	72.43%
<b>FUND BALANCE</b>	<b>1,787,697.12</b>	<b>(84,556.90)</b>	<b>-</b>	

	FY 24 Cash Basis Claims	FY 23 Cash Basis Claims	
July	260,663.70	345,533.70	
August	236,541.86	702,740.21	
September	798,773.47	100,934.61	
October	688,575.50	(32,836.30)	
November	313,234.07	366,469.82	
December	906,255.22	244,900.26	
January	691,411.92	464,622.57	
February	769,209.09	658,845.42	
March	312,651.21	489,140.12	
April	-	369,022.85	
May	-	327,908.77	
June	-	938,667.74	
Y-T-D	4,977,316.04	4,975,949.77	Monthly Average Budgeted 563,916.67

Germantown Municipal School District  
**REVENUE and EXPENSE REPORT**  
**HEALTH INSURANCE FUND**  
 As of Month Ending March 31, 2024

**Analysis of Cash Basis Claims for FY 2023-24**



Germantown Municipal School District  
**REVENUE and EXPENSE REPORT**  
**CAPITAL PROJECTS FUND**  
As of Ending March 31, 2024

	<u>BUDGET</u>	<u>Month</u>	<u>YTD</u>	<u>EXPENDED</u>
<b>REVENUES:</b>				
County Commission	3,701,747.00	557,399.82	1,880,217.47	50.79%
Transfers from City of Germantown	750,000.00	-	-	0.00%
Interest Income	-	-	-	0.00%
Reserves	1,143,810.94	-	-	0.00%
<b>TOTAL REVENUES:</b>	<u>5,595,557.94</u>	<u>557,399.82</u>	<u>1,880,217.47</u>	<u>33.60%</u>
<b>EXPENDITURES:</b>				
Building Construction	139,627.40	-	139,627.40	100.00%
Building Improvements	5,455,930.54	-	252,514.23	4.63%
<b>TOAL EXPENDITURES:</b>	<u>5,595,557.94</u>	<u>-</u>	<u>392,141.63</u>	<u>7.01%</u>
<b>FUND BALANCE</b>	<u>-</u>	<u>557,399.82</u>	<u>1,488,075.84</u>	

Germantown Municipal School District  
**REVENUE and EXPENSE REPORT**  
**CAFETERIA FUND**

As of Month Ending March 31, 2024

	BUDGET	Month	YTD	EXPENDED
<b>REVENUES:</b>				
Lunch, Breakfast, A la Carte Sales	1,536,287.00	135,244.90	1,139,588.75	74.18%
USDA School Lunch	589,561.00	37,368.42	313,693.90	53.21%
USDA Breakfast	48,497.00	4,413.60	35,703.04	73.62%
USDA Other	-	-	150,107.59	0.00%
Other State Funds	-	-	-	0.00%
Other Federal Thru State Funds	26,538.00	15,281.25	57,101.20	215.17%
Other Revenue	5,000.00	-	5,884.10	117.68%
Reserves	188,428.18	-	-	0.00%
<b>TOTAL REVENUES</b>	<b>2,394,311.18</b>	<b>192,308.17</b>	<b>1,702,078.58</b>	<b>71.09%</b>
<b>EXPENDITURES:</b>				
Other Contracted Services - SFE	1,697,470.00	154,310.56	1,330,872.97	78.40%
<b>NET BALANCE</b>	<b>696,841.18</b>	<b>37,997.61</b>	<b>371,205.61</b>	<b>53.27%</b>
<b>DISTRICT EXPENDITURES:</b>				
Maint and Repair - Equipment	55,000.00	2,263.38	31,532.00	57.33%
UDSA Commodities	145,240.00	-	-	0.00%
Other Supplies & Materials	7,000.00	-	1,136.00	16.23%
Building Improvements	295,945.18	-	125,467.27	42.40%
Inservice/ Staff Development	2,000.00	21.06	627.60	31.38%
Equipment	191,656.00	-	155,994.54	81.39%
<b>TOTAL DISTRICT EXPENDITURES</b>	<b>696,841.18</b>	<b>2,284.44</b>	<b>314,757.41</b>	<b>45.17%</b>
<b>EXPENDITURES TOTAL</b>	<b>2,394,311.18</b>	<b>156,595.00</b>	<b>1,645,630.38</b>	
Excess/(Def) of Revenues over Expenditures	-	35,713.17	56,448.20	#DIV/0!
Operating Transfer In	-	-	-	#DIV/0!
<b>FUND BALANCE</b>	<b>-</b>	<b>35,713.17</b>	<b>56,448.20</b>	

Germantown Municipal School District  
**REVENUE and EXPENSE REPORT**  
**OPEB FUND**  
As of Month Ending March 31, 2024

	<b>Month</b>	<b>YTD</b>	<b>BUDGET</b>	<b>EXPENDED</b>
<b>REVENUES:</b>				
Employer Contributions	-	555,908.00	755,000.00	73.63%
Retiree Contributions	-	-	80,000.00	0.00%
Interest and Dividend Income	6,976.50	101,303.41	75,000.00	135.07%
Realized gain/(loss) on investments	-	9,661.06	-	0.00%
Unrealized gain/(loss) on investments	124,366.01	401,142.49	293,750.00	136.56%
Other Income			-	0.00%
<b>TOTAL REVENUES</b>	131,342.51	1,068,014.96	1,203,750.00	88.72%
<b>EXPENDITURES:</b>				
Retiree Stipends	9,300.00	78,000.00	100,000.00	78.00%
Medical Claims	-	255,621.00	600,000.00	42.60%
Insurance Premiums	-	-	50,000.00	0.00%
Administrative Expenses	1,208.33	15,474.97	25,000.00	61.90%
<b>TOTAL EXPENDITURES</b>	10,508.33	349,095.97	775,000.00	45.04%
<b>FUND BALANCE</b>	<b>120,834.18</b>	<b>718,918.99</b>	<b>428,750.00</b>	

# Germantown Municipal School District

Monitoring: <b>Review: Annually</b>	Descriptor Term: <b>Grades K-8 Promotion and Retention</b>	Descriptor Code: <b>4.603</b>	Issued Date: <b>03/**/24</b> <b>08/29/23</b> <b>08/30/22</b> <b>05/17/21</b>
		Rescinds: <b>4.603</b>	Issued: <b>04/22/19</b>

1 ~~Beginning with the 2022-2023 school year, a~~ **A** student in the third grade shall not be promoted to the  
2 next grade level unless the student is determined to be proficient in English language arts (ELA) based  
3 on the student's achieving a performance level rating of "met expectations" or "exceeded expectations"  
4 on the ELA portion of the student's most recent Tennessee Comprehensive Assessment Program (TCAP)  
5 test.

## 6 **PROMOTION AND RETENTION**

- 7 1. Promotion to the next grade level shall be based on the successful completion of required  
8 academic work or demonstration of satisfactory progress in each of the relevant academic areas.
- 9 2. Schools shall identify students who demonstrate difficulty in achieving the requirements for  
10 promotion to the next grade level and therefore may be at risk for retention by February 1.  
11 Schools shall notify the parent or guardian of any student who is identified as at risk for retention  
12 within fifteen (15) calendar days of identification.
- 13 3. Factors used to identify students who are at risk for retention shall, at a minimum, include:
- 14 (a) The student's ability to perform at the expectations of the current grade-level standards;
- 15 (b) The results of local assessments, screening, or monitoring tools;
- 16 (c) State assessments, as applicable;
- 17 (d) Home Literacy Reports provided in accordance with T.C.A. § 49-1-905;
- 18 (e) The overall academic achievement of the student;
- 19 (f) The student's likelihood of success with more difficult material if promoted to the next  
20 grade;
- 21 (g) The student's attendance record; and
- 22 (h) The student's maturity.
- 23 4. Schools shall develop and implement an individualized promotion plan for any student identified  
24 as at risk for retention to help the student avoid retention.

- 1 (a) The individualized promotion plan shall be developed in coordination with the student's  
2 teachers, IEP or 504 team, if applicable, and may also include input from the student's  
3 parents, school counselor, or other appropriate school personnel. All promotion plans  
4 shall include evidence-based promotion strategies and shall be tailored to the student's  
5 learning needs. Each promotion plan shall also include expectations and measurements  
6 that can be used to verify that a student has made sufficient progress to be promoted to  
7 the next grade level. Promotion plans for students in grades three (3) and four (4) shall  
8 include the additional requirements for promotion set forth in paragraph 5 of this Policy.
- 9 (b) A copy of a student's promotion plan shall be provided to his or her parent or legal  
10 guardian and the school shall offer to parents or legal guardians the opportunity for a  
11 parent-teacher conference to discuss the promotion plan.
- 12 (c) If a student is not making progress on his or her promotion plan, then the promotion  
13 strategies shall be modified to support the student in the goal of promotion to the next  
14 grade level. A student who demonstrates sufficient academic progress with the strategies  
15 included in his or her promotion plan during the school year shall be promoted to the next  
16 grade level unless retention is required as set forth in paragraph 5 of this Policy.
- 17 (d) If a student has not demonstrated sufficient academic progress as defined in his or her  
18 promotion plan by the end of the school year, the student shall be enrolled in a summer  
19 reading or learning program if such program is available. For a student in grade three (3)  
20 who is identified for retention in accordance with paragraph 5 of this Policy and attends  
21 a summer reading or learning program, the program must be conducted in accordance  
22 with T.C.A. § 49-6-3115 and § 49-6-1501, *et seq.*
- 23 (e) If the student was enrolled in a summer reading or learning program then a decision for  
24 retention shall be made and communicated to the parent or legal guardian in writing at  
25 least ten (10) calendar days prior to the start of the next school year, or, if the student was  
26 not enrolled in a summer reading or learning program, a decision for retention shall be  
27 made and communicated to the parent or legal guardian in writing at least thirty (30)  
28 calendar days prior to the start of the next school year. The notification to the student's  
29 parent or legal guardian of the retention decision shall be in writing and sent electronically  
30 and shall include information regarding the parent or legal guardian's right to appeal the  
31 retention decision in alignment with this Policy.
- 32 (f) Retention shall be considered only when it is in the best interests of the student, or if  
33 retention is required by paragraph 5 for students in grades three (3) and four (4).  
34 Retention decisions affecting a student receiving special education services shall be made  
35 in consultation with the student's Individualized Education Program (IEP) team and in  
36 accordance with the provisions of the IEP.
- 37 (g) If a retention decision has been made, then the school shall develop an individualized  
38 academic remediation plan for the retained student within thirty (30) calendar days after  
39 the beginning of the next school year. A copy of the academic remediation plan shall be  
40 provided to the student's parent or guardian within ten (10) calendar days of development  
41 of such plan.

- 1 1. The academic remediation plan shall be developed in coordination with the  
2 student's teachers, IEP or 504 team, if applicable, and may also include input from  
3 the student's parents, school counselor, or other appropriate school personnel.
- 4 2. The academic remediation plan shall be implemented to help the retained student  
5 attain and demonstrate learning proficiency and shall include at least one (1) of  
6 the following strategies:
  - 7 (i) Adjustment to the current instructional strategies or materials;
  - 8 (ii) Additional instructional time;
  - 9 (iii) Individual tutoring;
  - 10 (iv) Modification to the student's classroom assignment to ensure the student  
11 receives instruction from a teacher with a level of overall effectiveness of  
12 above expectations (level 4) or significantly above expectations (level 5);  
13 or
  - 14 (v) Attendance or truancy interventions.
- 15 (h) A student shall not be retained more than one (1) time in any given grade level.
- 16 (i) Retention shall not:
  - 17 1. Be used without an academic remediation plan;
  - 18 2. Be used as a punitive or disciplinary measure;
  - 19 3. Be based solely on English language proficiency, for students who are identified  
20 as English learners;
  - 21 4. Be based solely on the student's disability or suspected disability; or
  - 22 5. Be based solely on a student's maturity.
- 23 (j) The progress of a retained student shall be closely monitored and reported to the student's  
24 parent or legal guardian a minimum of three (3) times during the school year in which the  
25 student is retained.
- 26 5. At the beginning of each school year, parents of students in grades three (3) and four (4) shall be  
27 notified of the following promotion and retention requirements:
  - 28 (a) A student in grade three (3) shall not be promoted to the next grade level unless the student  
29 is determined to be proficient in English language arts (ELA) based on the student's  
30 achieving a performance level rating of "on track" or "mastered" (otherwise known as  
31 "met expectations" or "exceeded expectations") on the ELA portion of the student's most  
32 recent Tennessee Comprehensive Assessment Program (TCAP) test.

\*For purposes of this Policy, a "student's most recent TCAP test" is the 3<sup>rd</sup> grade spring ELA TCAP, or the 3<sup>rd</sup> grade ELA TCAP re-test opportunity, whichever score is higher.

1 (ab) Exceptions:

2 1. A student in grade three (3) who is not proficient in ELA, as determined by the  
3 student's achieving a performance level rating of "approaching expectations" on  
4 the ELA portion of the student's most recent TCAP test, may be promoted to the  
5 fourth (4<sup>th</sup>) grade if:

6 (i) **Pathway 1:** The student is an English language learner and has received  
7 less than two (2) full school years of ELA instruction;

8 (ii) **Pathway 2:** The student was previously retained in any of the grades  
9 kindergarten through three (K-3);

10 (iii) **Pathway 3:** The student is retested in accordance with the Tennessee  
11 Department of Education (TDOE) ~~department~~ guidelines before the  
12 beginning of the next school year and scores proficient in ELA;

13 (iv) **Pathway 4:** The student attends a learning loss bridge camp before the  
14 beginning of the upcoming school year, maintains a ninety percent (90%)  
15 attendance rate at the camp, and the student's performance on the post-test  
16 administered to the student at the end of the learning loss bridge camp, as  
17 required under T.C.A. § 49-6-1502(4)(F), demonstrates adequate growth,  
18 as defined in the State Board's Promotion and Retention Policy 3.300; or

19 (v) **Pathway 5:** The student receives high-dosage, low-ratio tutoring for the  
20 entirety of the upcoming school year from a Tennessee accelerating  
21 literacy and learning corps (TALLC) tutor. For the purposes of this  
22 Policy, "high-dosage, low-ratio tutoring" means a minimum of two (2)  
23 thirty (30) minutes sessions per week with a one to three (1:3) teacher to  
24 student ratio. TALLC high-dosage, low-ratio tutoring may be provided  
25 through the following options, in accordance with T.C.A. § 49-6-1507:

26 a. A tutor recruited and trained through the TDOE's ~~Department's~~  
27 TN ALL Corps grant program.

28 b. A **GMSD** ~~district~~ recruited tutor who has completed the TN ALL  
29 Corps training.

30 (vi) **Pathway 6:** Third (3<sup>rd</sup>) grade students who demonstrate proficiency in  
31 ELA standards based on the student scoring at or above the fiftieth (50<sup>th</sup>)  
32 percentile on the most recently administered state-provided benchmark  
33 assessment, if the benchmark assessment is administered to the student in  
34 a test environment, in accordance with TDOE guidance, and **GMSD**  
35 agrees to provide tutoring services to the student for the entirety of the  
36 student's fourth (4<sup>th</sup>) grade year.

37  
38 a. If a student is promoted to the fourth (4<sup>th</sup>) grade pursuant to this  
39 Pathway 6, then the student's parent/guardian shall be notified, in

1 writing, of the benefits of enrolling their student in a learning loss  
2 bridge camp and encouraging the parent or guardian to do so.

3  
4 b. For the purposes of Pathway 6, “state-provided benchmark  
5 assessment” means the Tennessee Universal Reading Screener  
6 provided by TDOE.

7  
8 c. The tutoring services provided to the student for the entirety of the  
9 student’s fourth (4<sup>th</sup>) grade year must be high-dosage, low-ratio  
10 tutoring. For the purposes of this policy, “high-dosage, low-ratio  
11 tutoring” means a minimum of two (2) thirty (30) minute sessions  
12 per week with a one to three (1:3) teacher to student ratio. TN  
13 ALL Corps high dosage, low-ratio tutoring may be provided  
14 through the following options, in accordance with T.C.A. § 49-6-  
15 1507:

16  
17 1. A tutor recruited and trained through TDOE’s TN ALL  
18 Corps grant program.

19  
20 2. A GMSD recruited tutor who has completed the TDOE’s  
21 TN ALL Corps training.

22  
23 ~~The student demonstrates proficiency in ELA standards based on the~~  
24 ~~student’s scoring within the fiftieth percentile on the most recently~~  
25 ~~administered state-provided benchmark assessment, if the benchmark~~  
26 ~~assessment is administered to the student in a test environment as~~  
27 ~~determined by the Department, and GMSD agrees to provide tutoring~~  
28 ~~services to the student for the entirety of the student’s fourth grade year~~  
29 ~~based on tutoring requirements established by the Department. If a student~~  
30 ~~is promoted to the fourth grade pursuant to this provision, then GMSD~~  
31 ~~shall notify the student’s parent or guardian, in writing, of the benefits of~~  
32 ~~enrolling their student in a learning loss bridge camp and encouraging the~~  
33 ~~parent or guardian to do so; and~~

34 2. A student in grade (3) who is not proficient in ELA, as determined by the student’s  
35 achieving a performance level rating of “below expectations” on the ELA portion  
36 of the student’s most recent TCAP test, may be promoted to the fourth (4<sup>th</sup>) grade  
37 if:

38 (i) **Pathway 1:** The student is an English language learner and has received  
39 less than two (2) years of ELA instruction;

40 (ii) **Pathway 2:** The student was previously retained in any of the grades  
41 kindergarten through three (K-3);

- 1 (iii) **Pathway 3:** The student retested in accordance with **TDOE department**  
2 guidelines before the beginning of the next school year and scores  
3 proficient in ELA; or
- 4 (iv) **Pathway 4:** The student attends a learning loss bridge camp before the  
5 beginning of the upcoming school year and maintains a ninety (90%)  
6 percent attendance rate at the camp, and receives high-dosage, low-ratio  
7 tutoring for the entirety of the upcoming school year from a Tennessee  
8 accelerating literacy and learning corps (TALLC) tutor. For the purposes  
9 of this policy, “high-dosage, low-ratio tutoring” means a minimum of two  
10 (2) thirty (30) minute sessions per week with a one to three (1:3) teacher  
11 to student ratio. TALLC high-dosage, low-ratio tutoring may be provided  
12 through the following options:
- 13 a. A tutor recruited and trained through the **TDOE department** TN  
14 ALL Corps grant program.
- 15 b. **A GMSD District** recruited tutor who has completed the **TDOE’s**  
16 **department’s** TN ALL Corps training.

17 **(bc)** Students who are absent from the learning loss bridge camp, as referenced in section  
18 5(**ab**)1. and 5(**ab**)2. above shall be permitted one excused absence, during the term of the  
19 learning loss bridge camp. Absences will be excused for the reasons set forth in GMSD  
20 Board Policy 6.200, Attendance and Truancy. In the event that the absence is excused, it  
21 must be made up on the day designated by the GMSD Department of Teaching, Learning,  
22 and Assessment. In order for the absence to be excused, within two (2) days of the  
23 absence, the parent must present a note to the student’s learning loss bridge camp teacher  
24 verifying that the absence was due to one of the reasons set forth in the “excused absence”  
25 definitions set forth in GMSD Board Policy 6.200. If a note is not received within two  
26 (2) days of the absence, the absence will be deemed unexcused.

27 The make-up date for the excused absence will be announced to parents/guardians on the  
28 first day of the learning loss bridge camp. Students attending the designated make-up date  
29 shall take the required post-test on a date designated by the GMSD Department of  
30 Teaching, Learning, and Assessment, as directed by the Tennessee Department of  
31 Education. The date of the make-up post-test will be announced to parents/guardians on  
32 the first day of the learning loss bridge camp.

33 If the student does not maintain a 90% attendance rate at the learning loss bridge camp,  
34 or if the student misses a day due to an excused absence and does not make up the day on  
35 the designated make-up day and otherwise does not meet the requirements set forth above,  
36 the student may not take advantage of the exceptions to the mandatory retention  
37 provisions set forth in sections 5(**ab**)1. and 5(**ab**)2. above.

- 1 Parents of students attending the learning loss bridge camp shall be provided a copy of  
2 this policy upon their submission of camp registration.
- 3 (ed) A student who is promoted to the fourth grade pursuant to subdivision 5.(ba)1.(v) or  
4 5.(ba)2.(iv) must show adequate growth on the fourth (4<sup>th</sup>) grade ELA portion of the  
5 TCAP test as further defined in the Tennessee State Board of Education’s Promotion and  
6 Retention Policy 3.300 before the student may be promoted to the fifth (5<sup>th</sup>) grade.
- 7 (ee) Notwithstanding paragraph 5(d) above, a student shall not be retained in the fourth (4<sup>th</sup>)  
8 grade more than once.
- 9 (ef) The requirements set forth in paragraph 5 (a)-(ed) do not supersede GMSD’s obligation  
10 to comply with the Individuals with Disabilities Act (20 U.S.C. § 1400, *et seq.*) or Section  
11 504 of the Rehabilitation Act (29 U.S.C. § 794).
- 12 (fg) ~~Beginning with the 2023-2024 school year, a~~ A student who is retained in any of the  
13 grades kindergarten through three (K-3) must be assigned a tutor to provide the student  
14 with tutoring services for the entirety of the upcoming school year based on tutoring  
15 requirements established by the TDOE Department.
- 16 (gh) Parents or legal guardians of a student who is identified for retention in third grade  
17 pursuant to Paragraph 5(a) of this Policy based on the student’s achieving a performance  
18 level rating of “approaching” on the ELA portion of the student’s most recent TCAP test,  
19 may appeal the retention decision to the TDOE Tennessee Department of Education on  
20 forms provided on the TDOE Tennessee Department of Education website.
- 21 A decision to retain a student for any other reason, ~~other than those set forth in paragraphs~~  
22 ~~1-5 (b) of this Policy~~ may be appealed to GMSD’s Assistant Superintendent of Teaching,  
23 Learning and Assessment. The GMSD Assistant Superintendent of Teaching, Learning  
24 and Assessment may overturn the decision to retain for good cause shown, and due to  
25 extenuating circumstances, as is determined in the discretion of the GMSD Assistant  
26 Superintendent of Teaching, Learning and Assessment. The decision of the GMSD  
27 Assistant Superintendent of Teaching, Learning and Assessment shall be final. ~~No~~  
28 ~~retention decision based upon paragraphs 1-5 (b) of this Policy may be appealed to~~  
29 ~~GMSD’s Assistant Superintendent of Teaching, Learning and Assessment or to GMSD.~~

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#### Legal References

State Board of Education Policy 3.300  
State Board of Education Rule 0520-01-03-.03  
State Board of Education Rule 0520-01-03-.16  
T.C.A. § 49-6-3115



# 2025 GMSD BUDGET REPORT

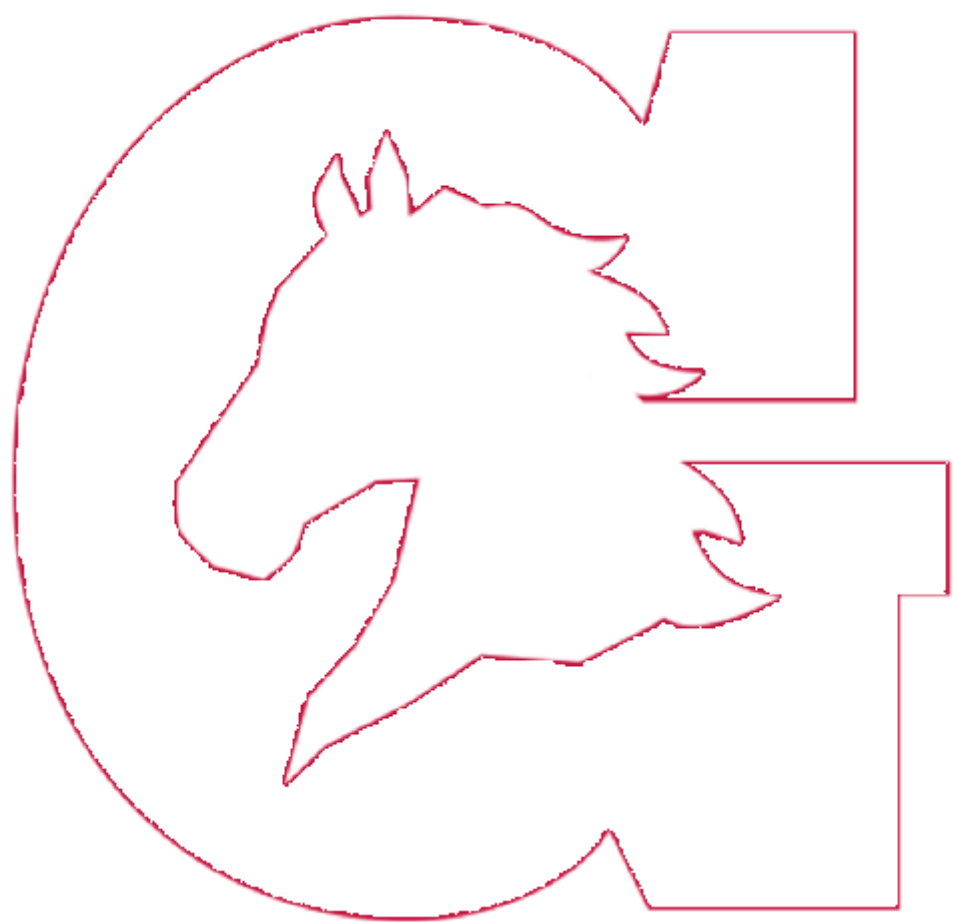
First Reading - April 30, 2024

KEVIN JONES,  
CHIEF FINANCIAL OFFICER

JOSH CATHEY,  
DEPUTY SUPERINTENDENT

JASON MANUEL,  
SUPERINTENDENT

RYAN STRAIN,  
SCHOOL BOARD CHAIR





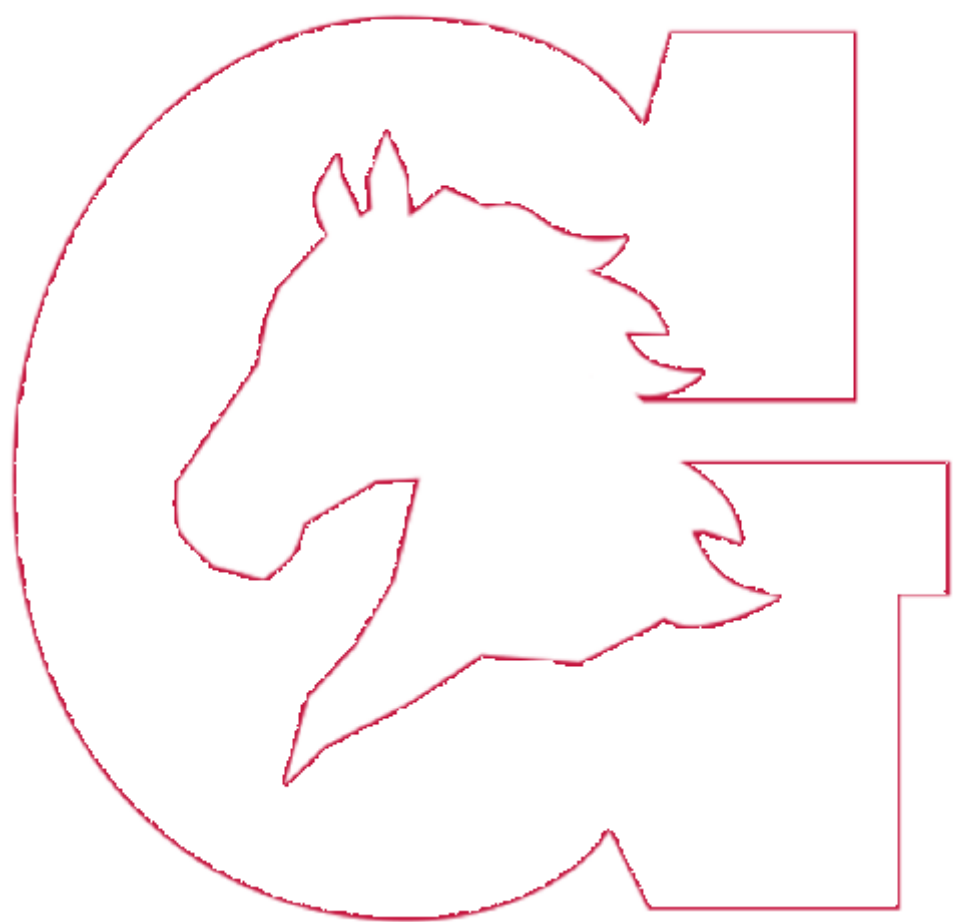
# GERMANTOWN MUNICIPAL SCHOOL DISTRICT

## BOARD OF EDUCATION

Ryan Strain	Chair
Amy Eoff	Vice-Chair
Dr. Daniel Chatham	Board member
Brian Curry	Board member
Angela Griffith	Board member

## ADMINISTRATION

Jason Manuel	Superintendent
Missy Abel	Assistant Superintendent, Teaching, Learning and Assessment
Chauncey Bland	Assistant Superintendent, Student Services
Josh Cathey	Deputy Superintendent
Sarah Huffman	Assistant Superintendent, Exceptional Student Education
Kevin Jones	Chief Financial Officer
Elissa Stratton	Assistant Superintendent, Human Resources



# CONTENTS

1

## BUDGET HIGHLIGHTS

5

## GENERAL FUND REVENUES

State Education Funds, County Taxes, City Taxes, Other State Revenue, Other Local Revenue, Charges for Services, Other Sources

17

## GENERAL FUND EXPENDITURES

19

### TEACHING, LEARNING, & ASSESSMENT

Regular Instruction, Alternative Education, Career Technical Education, Support: Reg. Education, Support: Alt. Education, Support: Career Tech. Education,

29

### EXCEPTIONAL STUDENTS

Special Education Instruction, Support: Spec. Education

33

### STUDENT SERVICES

Attendance & Planning, Health Services, Other Student Support, School Safety

41

### HUMAN RESOURCES

Human Resources

43

### FINANCE

Fiscal Services

45

### TECHNOLOGY

Technology

49

### OPERATIONS

Operation of Plant, Maintenance of Plant, Transportation, Regular Capital Outlay, Office of the Principal

59

### SUPERINTENDENT & BOARD OF ED

Office of the Superintendent, Board of Ed. Services

## Inspiring Personal Excellence

Our vision is to cultivate the knowledge and skills that empower our students to achieve their full potential as lifelong learners and contributing global citizens.

# GERMANTOWN MUNICIPAL SCHOOL DISTRICT

## Board of Education and Administration

---

### BOARD OF EDUCATION

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Chauncey Bland	Assistant Superintendent of Student Services
Sarah Huffman	Assistant Superintendent of Exceptional Student Education
Kevin Jones	Chief Financial Officer
Elissa Stratton	Assistant Superintendent of Human Resources

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### **SCHOOL DISTRICT PROFILE:**

The Germantown Municipal School District (GMSD) and Municipal School board were established by the City of Germantown, TN in 2013. The first year of service to students began July 1, 2014. The 2024-25 budget represents expectations for GMSD in its eleventh year of operation. This budget presents projected revenues and expenditures for GMSD based on current student enrollment and projected changes for the coming year.

GMSD is comprised of seven schools: three K-5 (Dogwood, Farmington, and Forest Hill), one K-8 (Riverdale), one 6-8 (Houston Middle), one 9-12 (Houston High), and GOAL, an online learning academy.

### **VISION:**

Inspiring Personal Excellence

### **MISSION:**

Cultivate the knowledge and skills that empower our students to achieve their full potential as lifelong learners and contributing global citizens.

## BUDGET HIGHLIGHTS

---

### FUND

This budget includes the **General-Purpose Fund**, which is the primary operating fund of the school system and accounts for the financial resources of the district.

### ENROLLMENT

The District's enrollment projections for FY 2025 are estimated using FY 2024 enrollment data and enrollment applications made during open enrollment for the FY 2025 school year. Projected enrollment for FY2025 is 5,896.

### REVENUES

The three major sources of revenues for GMSD are from the City of Germantown, Shelby County, and the State of Tennessee.

The City of Germantown provides a \$3.1 million maintenance of effort payment to GMSD.

County funds come from two primary sources, property and sales taxes. The County assesses a property tax rate that is earmarked for education. Educational revenues from the property tax distribution are shared between the municipal school districts and Shelby County Schools based on the weighted full-time equivalent average daily attendance (WFTEADA) formula developed by the Tennessee Department of Education. The WFTEADA percentage varies each year between school districts according to their share of the total enrollment in the County. Half of all local sales tax revenues collections are given to education and are distributed in the same manner as property taxes. For FY 2024, the district's share is a reduction from 4.31 percent to 4.23 percent resulting in a decrease of approximately \$230,000 in property tax revenues. The net increase in County funds is projected at \$432,000 for sales tax revenues.

The Tennessee Investment in Student Achievement (TISA) heralds a landmark shift in Tennessee's approach to educational funding. TISA's funding plan aims to equip every student with the essential tools for success by emphasizing proficiency in reading by third grade, preparing high school graduates for postsecondary endeavors, and providing vital resources to ensure overall student success. With a commitment towards student excellence, Germantown Municipal School District leads the state in its adept utilization of TISA funding to bolster academic outcomes.

Through strategic planning and intentional allocation of fiscal resources, Germantown Municipal School District has optimized its budgetary process to address the diverse needs of our schools and student body. As a result, Germantown Municipal School District serves as a model for effective stewardship of public resources, setting a standard of educational excellence that inspires and benefits the entire community.

This comprehensive funding model encompasses several key components: a base funding allocation for each public-school student, weighted funding to address diverse student needs including those from low-income backgrounds or with disabilities, targeted funding for priority areas such as early literacy and career readiness, and outcomes-based funding tied to student achievement. Through TISA, Germantown Municipal School District endeavors to foster a more equitable and robust educational landscape poised to nurture the growth and development of all students. These core focal points are currently being used to assist us with developing GMSD's FY25 Budget.

The projected increase in TISA funding for FY 2025 is \$1.5 million.

Interest income is projected to increase to \$565,000. Tuition revenues increased approximately \$250,000 as a result of the board's new policy to charge tuition for out-of-district students. \$2.3 million in reserves will be used to balance the budget covering capital outlay costs.

### **RESOURCE MANAGEMENT – INCREASES TO BUDGET**

During the budget development process, GMSD will allocate additional resources in alignment with strategic plan goals. Resources will be allocated to departmental functions for engaging, challenging, and innovative academics; for the development of the whole child; to recruit, develop, and retain exemplary staff; to enhance community partnerships; and for other needs.

### **ENGAGING, CHALLENGING & INNOVATIVE ACADEMICS**

- Science textbook adoption - \$534,000
- TN All Corps Tutoring program (from ESSER 3.0) - \$289,000
- TLA budget decreases of \$845,000 in supplies and equipment

### **RECRUIT, DEVELOP & RETAIN EXEMPLARY STAFF**

- 3% COLA AND Step Increase- \$2,120,000
- 4 Reading Interventionists (from ESSER 3.0) - \$424,000
- 2 Instructional Coaches (from ESSER 3.0) - \$220,000
- 1 Help-Desk Technician (from ESSER 3.0) - \$69,000
- 1 TLA Secondary Supervisor - \$137,000
- 1 ESE Supervisor - \$137,000
- 1 SPED Teacher (from ESSER 3.0) - \$83,000
- 2 SPED paraprofessionals (1 from ESSER 3.0) - \$82,000
- Continued funding of OPEB Actuarial Determined Contribution (ADC) for Retiree Health and Life Insurance
- No increase in the health insurance rates for employees.

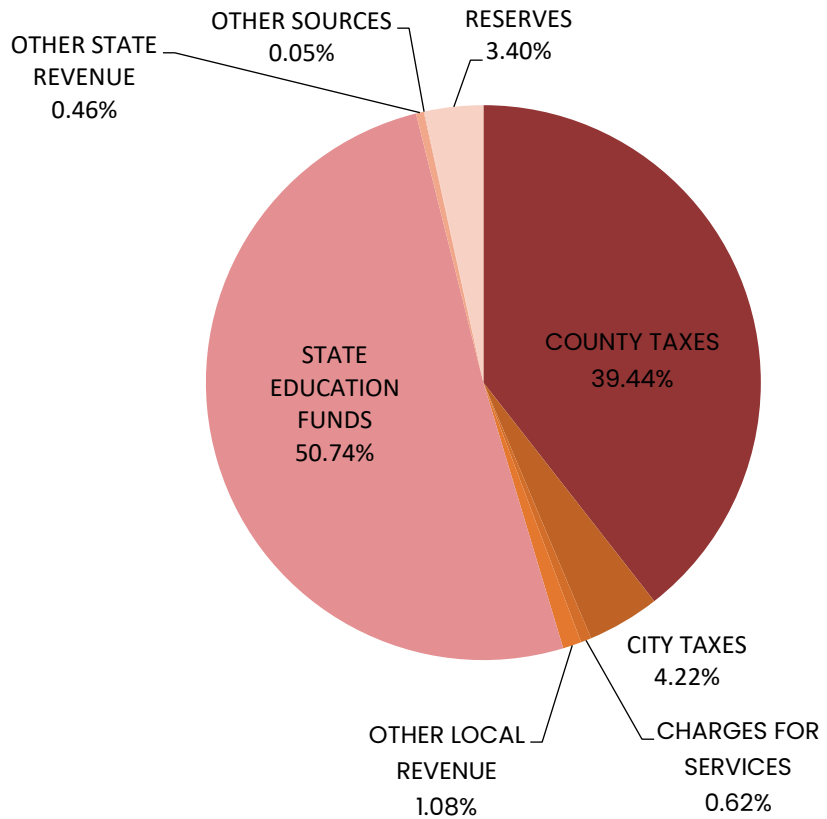
## **OTHER INCREASES**

- Utilities - \$25,000
- Other contracted services - \$20,000
- SKB cleaning contract - \$30,000
- Repairs to buildings - \$50,000
- Building & Contents Insurance - \$30,000
- Durham transportation contract - \$100,000



# GENERAL FUND REVENUES

2024-2025 Projections



## Overview

The three major sources of revenues for GMSD are from the State of Tennessee, Shelby County, and the City of Germantown.

## Subcategories

- State Education Funds
- County Taxes
- City Taxes
- Other State Revenues
- Other Local Revenues
- Charges for Services
- Other Sources



# GENERAL FUND REVENUES

## Subcategories

- State Education Funds
- County Taxes
- City Taxes
- Other State Revenues
- Other Local Revenues
- Charges for Services
- Other Sources

**\$72,917,704**

## Revenue Sources

The three major sources of revenues for GMSD are from the State of Tennessee, Shelby County, and the City of Germantown.

The City of Germantown provides a \$3.1 million maintenance of effort payment to GMSD.

County funds come from two primary sources, property and sales taxes. The County assesses a property tax rate that is earmarked for education. Educational revenues from the property tax distribution is shared between the municipal school districts and Shelby County Schools based on the weighted full-time equivalent average daily attendance (WFTEADA) formula developed by the Tennessee Department of Education. The WFTEADA percentage varies each year between school districts according to their share of the total enrollment in the County. Half of all local sales tax revenues collections is given to education and is distributed in the same manner as property taxes. For FY 2024, the District's share is estimated at 4.23 percent.

The Tennessee Department of Education created a new student-based approach to K-12 public school funding known as the Tennessee Investment in Student Achievement (TISA). TISA replaced the Basic Education Program (BEP) funding module in FY 2024. Projected increase in TISA funding for FY 2025 is \$1.5 million.

## GENERAL FUND REVENUES

<b>Acct</b>	<b>Description</b>	<b>FY 2025 Budget</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Actual</b>
40400	COUNTY TAXES	28,830,591	28,630,368	29,185,346
40800	CITY TAXES	3,082,064	3,082,064	3,082,064
43000	CHARGES FOR SERVICES	385,011	206,305	175,663
44000	OTHER LOCAL REVENUE	858,000	305,000	1,141,919
46000	STATE EDUCATION FUNDS	37,088,299	35,581,427	31,757,300
46800	OTHER STATE REVENUE	335,441	323,441	483,700
47100	FED FUNDS RCVD THRU STATE	-	-	19,734
49000	OTHER SOURCES	35,000	35,000	69,427
	RESERVES	2,303,298	2,218,421	-
	<b>REVENUES GRAND TOTAL:</b>	<b>72,917,704</b>	<b>70,382,026</b>	<b>65,915,153</b>

## COUNTY TAXES (40400)

<b>Acct</b>	<b>Description</b>	<b>FY 2025 Budget</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Actual</b>
40110	Current County Property Tax	16,270,969	16,503,225	16,487,897
40120	Trustee Collection - Prior Year	297,152	297,152	272,495
40130	Chancery & Circuit Court - Prior Year	151,462	151,462	95,163
40162	PILOT - Utility	152,970	152,970	116,332
40163	PILOT - Other	126,124	126,124	177,781
40210	Local Option Sales Tax	10,404,656	9,972,177	10,334,350
40240	Wheel Tax	1,403,882	1,403,882	1,674,390
40290	Other Tax	<u>23,376</u>	<u>23,376</u>	<u>26,938</u>
<b>COUNTY TAXES TOTAL:</b>		<b>28,830,591</b>	<b>28,630,368</b>	<b>29,185,346</b>

*Includes Germantown Municipal School District's share of Shelby County property taxes, local option sales taxes, and wheel taxes based on the prior year weighted average daily attendance (ADA) for schools in the Germantown Municipal School District.*

## CITY TAXES

<u>Acct</u>	<u>Description</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Budget</u>	<u>FY 2023 Actual</u>
40610	Municipal Property Taxes	3,082,064	3,082,064	3,082,064
<b>CITY TAXES TOTAL:</b>		3,082,064	3,082,064	3,082,064

*City of Germantown's contribution to the School District.*

# CHARGES FOR SERVICES

<b>Acct</b>	<b>Description</b>	<b>FY 2025 Budget</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Actual</b>
43512	Laptop Insurance	-	99,420	77,973
43512	Tuition	<u>385,011</u>	<u>106,885</u>	<u>97,690</u>
<b>CHARGES FOR SERVICES TOTAL:</b>		385,011	206,305	175,663

*Includes revenue for laptop insurance and tuition for out-of-district, out-of-county residents, summer school, and preschool program.*



## OTHER LOCAL REVENUE

<u>Acct</u>	<u>Description</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Budget</u>	<u>FY 2023 Actual</u>
44110	Interest Earned	725,000	160,000	759,331
44120	Lease/Rentals	21,000	21,000	79,446
44160	PEG Funding	112,000	124,000	121,541
44170	Miscellaneous Refunds	-	-	16,927
44530	Sale of Equipment	-	-	164,674
<b>RECURRING LOCAL REVENUE TOTAL:</b>		<b>858,000</b>	<b>305,000</b>	<b>1,141,919</b>

*Includes interest income on reserves, PEG funding from cable companies for the Houston High School TV studio.*

## STATE EDUCATION FUNDS

<u>Acct</u>	<u>Description</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Budget</u>	<u>FY 2023 Actual</u>
46511	TISA/BEP	37,022,299	35,511,427	31,141,673
46590	Other State Education Funds	-	-	458,085
46591	Coordinated School Health Grant	-	-	90,000
46610	Career Ladder Program	<u>66,000</u>	<u>70,000</u>	<u>67,542</u>
<b>STATE EDUCATION FUNDS TOTAL:</b>		37,088,299	35,581,427	31,757,300

*Includes Germantown Municipal School District's share of the Basic Education Program (BEP) and TISA Funds, grants, and other flow-through state funds, such as Career Ladder.*

## OTHER STATE REVENUE

<u>Acct</u>	<u>Description</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Budget</u>	<u>FY 2023 Actual</u>
46,850	Mixed Drink Tax Other State/Local Revenue - SPED	252,000	240,000	261,675
46,980	State Grant	83,441	83,441	105,909
46,981	Safe Schools Grant	-	-	116,116
<b>OTHER STATE REVENUE TOTAL:</b>		<b>335,441</b>	<b>323,441</b>	<b>483,700</b>

*Includes Germantown Municipal School District's share of one-half of the tax assessed on the seating capacity of establishments serving mixed drinks based on the average daily attendance (ADA) distribution for Germantown Municipal Schools.*

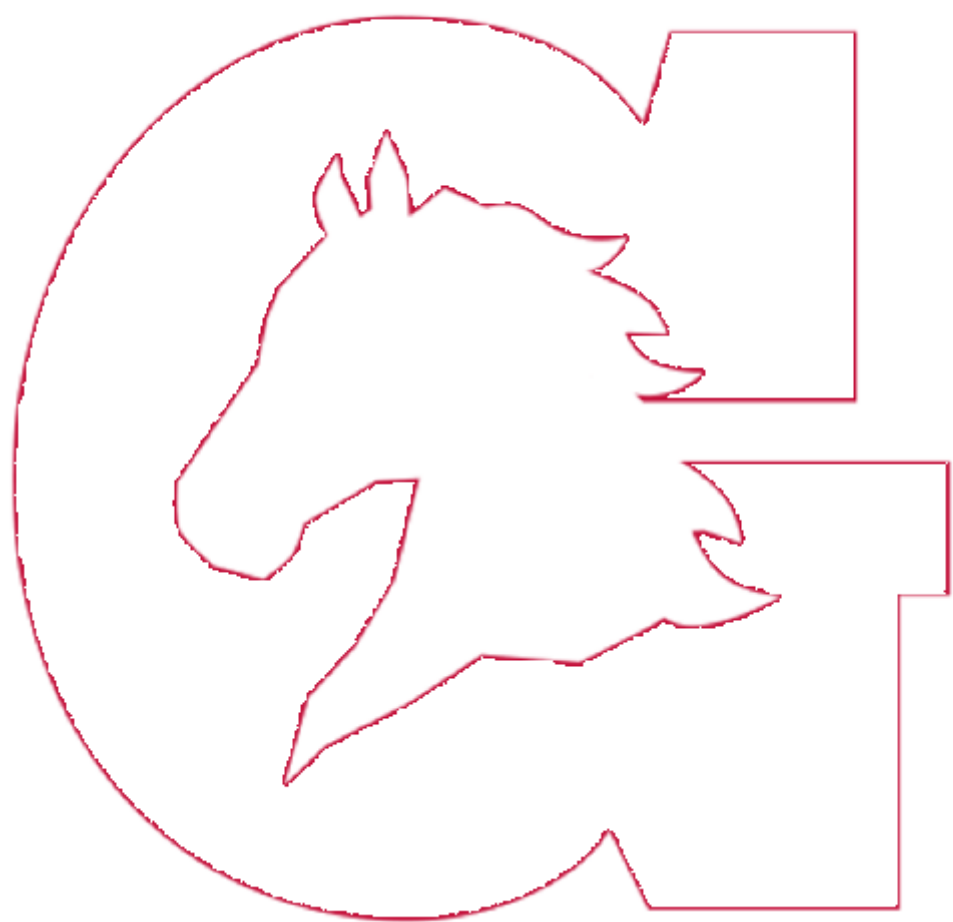
## FEDERAL FUNDS RECEIVED THRU STATE

<b>Acct</b>	<b>Description</b>	<b>FY 2025 Budget</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Actual</b>
47590	Other Federal Thru State	-	-	19,734
	<b>FEDERAL THRU STATE TOTAL:</b>	-	-	19,734

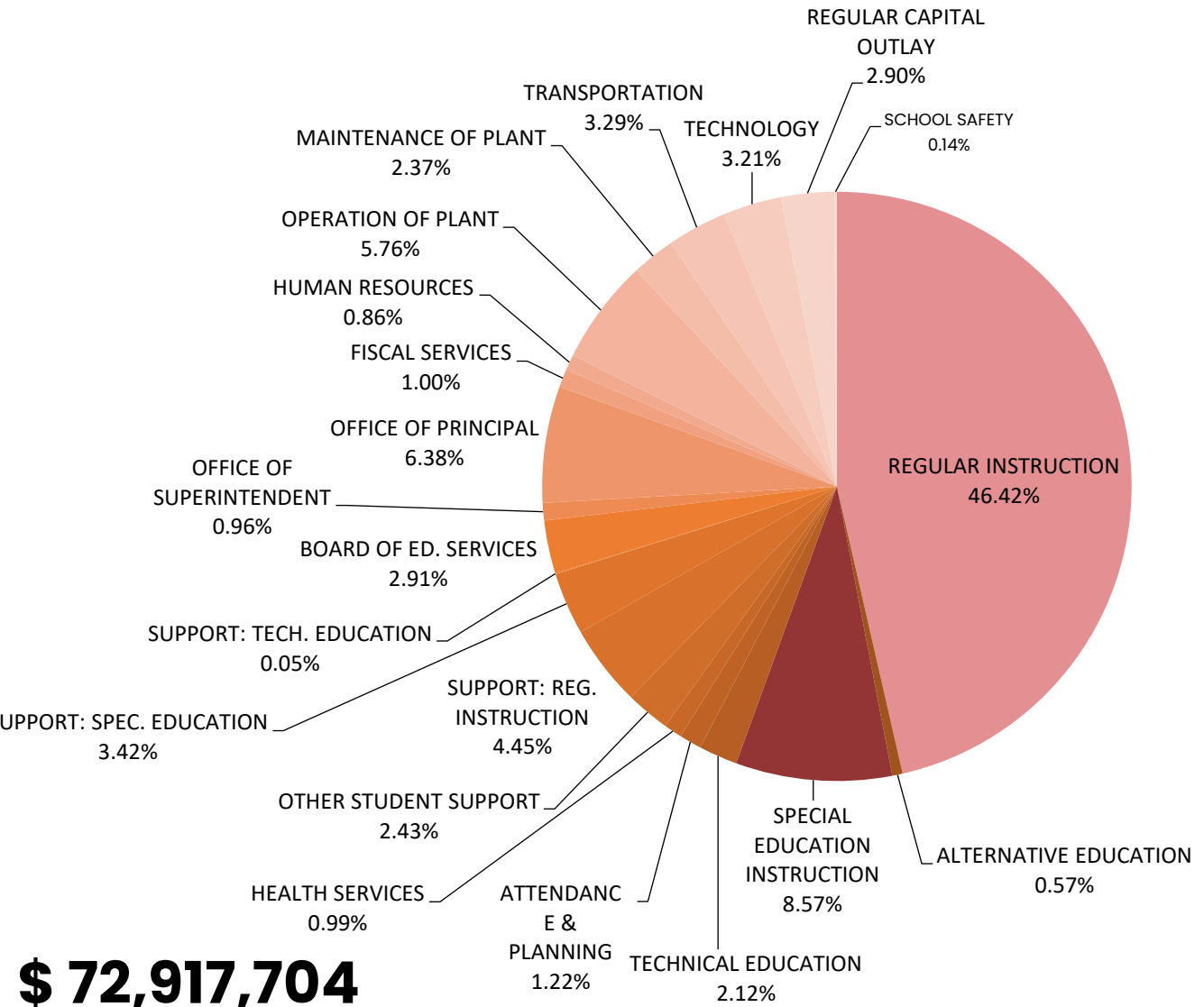
*Includes funds for federal allocation of summer camp revenues.*

## OTHER SOURCES

<u>Acct</u>	<u>Description</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Budget</u>	<u>FY 2023 Actual</u>
49800	Transfers In - Indirect Costs	<u>35,000</u>	<u>35,000</u>	<u>69,427</u>
	<b>OTHER SOURCES TOTAL:</b>	35,000	35,000	69,427



# GENERAL FUND EXPENDITURES



## Overview

General Fund expenditures outline Germantown Municipal School District's commitment to its Strategic Plan and is organized in this document by departments.

## Departments

Teaching, Learning, & Assessment	19
Exceptional Students	29
Student Services	33
Human Resources	41
Finance	43
Technology	45
Operations	49
Superintendent	59

## GENERAL FUND EXPENDITURES

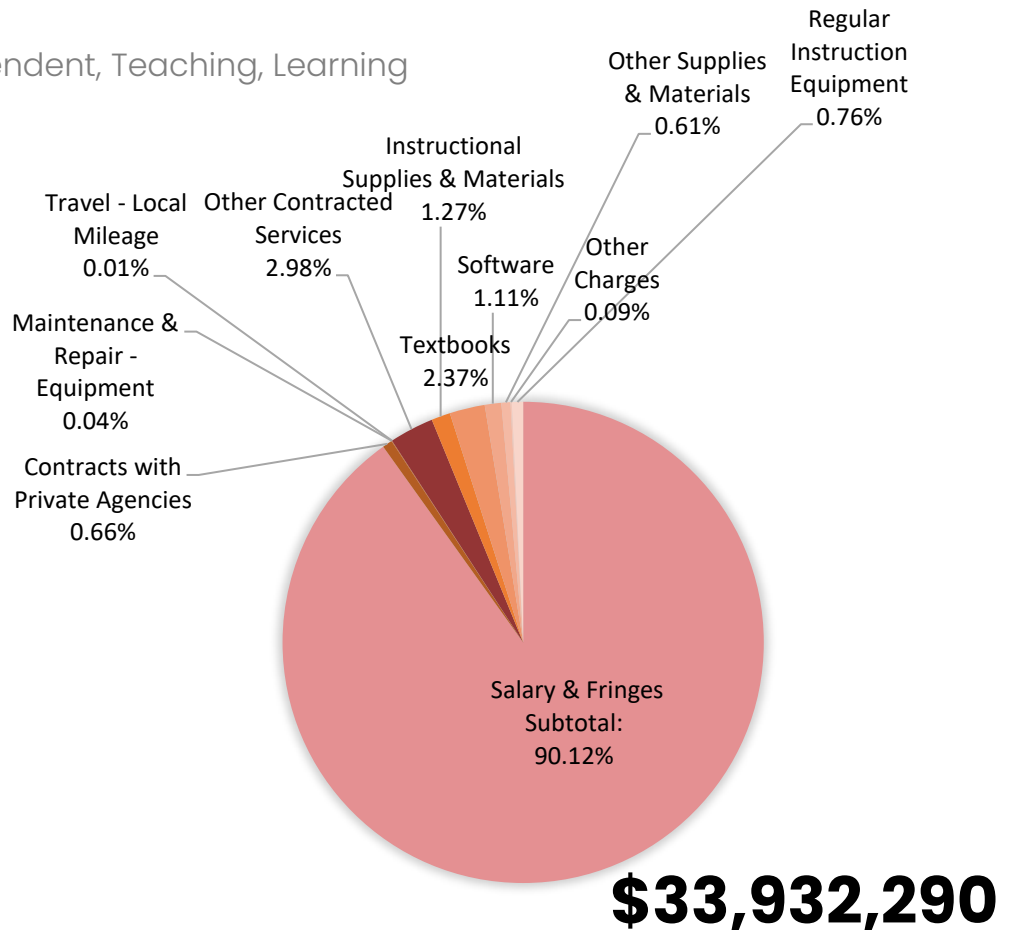
<b>Acct</b>	<b>Description</b>	<b>FY 2025</b>	<b>FY 2025</b>	<b>FY 2024</b>	<b>FY 2023</b>
		<b>Per.</b>	<b>Budget</b>	<b>Budget</b>	<b>Actual</b>
71100	REGULAR INSTRUCTION	365.0	33,932,290	33,415,354	31,332,253
71150	ALTERNATIVE EDUCATION	5.0	415,596	410,354	386,539
71200	SPECIAL EDUCATION INSTRUCTION	94.0	6,261,401	5,616,822	4,952,039
71300	TECHNICAL EDUCATION	17.0	1,553,022	1,379,749	1,217,935
72110	ATTENDANCE & PLANNING	7.5	893,961	850,979	764,834
72120	HEALTH SERVICES	8.5	726,056	709,926	316,680
72130	OTHER STUDENT SUPPORT	19.0	1,774,817	1,708,355	1,566,206
72210	SUPPORT: REG. INSTRUCTION	31.3	3,251,910	2,993,936	2,476,925
72220	SUPPORT: SPEC. EDUCATION	24.0	2,313,684	2,175,222	1,984,880
72230	SUPPORT: TECH. EDUCATION	0.2	33,694	32,492	30,773
72310	BOARD OF ED. SERVICES	5.0	2,129,211	2,124,532	1,996,861
72320	OFFICE OF SUPERINTENDENT	4.9	701,049	721,147	649,166
72410	OFFICE OF PRINCIPAL	51.5	4,666,845	4,463,305	4,224,695
72510	FISCAL SERVICES	5.5	728,273	721,450	617,169
72520	HUMAN RESOURCES	4.5	625,892	593,530	516,562
72610	OPERATION OF PLANT	12.0	4,210,173	4,059,268	3,163,718
72620	MAINTENANCE OF PLANT	6.0	1,731,320	1,642,599	1,527,548
72710	TRANSPORTATION		2,402,000	2,299,856	1,705,874
73100	SCHOOL NUTRITION	0.0	-	-	17,912
72820	TECHNOLOGY	11.0	2,344,630	2,226,224	1,819,828
76100	REGULAR CAPITAL OUTLAY		2,123,130	2,140,676	7,729,954
72830	SCHOOL SAFETY		98,750	96,250	33,365
<b>EXPENDITURES GRAND TOTAL:</b>		671.9	<u>72,917,704</u>	<u>70,382,026</u>	<u>69,031,716</u>

# REGULAR INSTRUCTION PROGRAM

## Teaching, Learning, and Assessment

**Missy Abel**

Assistant Superintendent, Teaching, Learning and Assessment



## Overview

The Regular Education Program includes activities that provide students in grades K through 12 with learning experiences to provide them with Engaging, Challenging and Innovative academics. This encompasses academics, technology integration, career and technical education, fine arts and athletics. Within this budget, salaries, textbooks, equipment, instructional supplies and materials, TV and media equipment, and other costs are used to ensure academic programming that differentiates to meet the various learning styles of our students. GMSD is recognized as a TN Advancing District where the focus is on the instructional needs of all students. GMSD teachers are highly effective and successfully implement curriculum such as Wit and Wisdom, McGraw Hill, HMH, Eureka Math, Saxon Phonics, Discovery Education, Dual Enrollment, Advanced Placement and other programs to support a rigorous academic experience.. The district offers strings instruction from elementary to high school and has a state-of- the-art television studio. Students are able to take advantage of a technology-rich environment, which includes the blended learning model for all students in grades 6-12 .

## REGULAR INSTRUCTION PROGRAM (71100)

Acct	Description	FY 2025	FY 2025	FY 2024	FY 2023
		PERS	Budget	Budget	Actual
116	Teachers	336.0	23,495,307	22,162,752	20,763,959
117	Career Ladder		50,000	50,000	42,500
127	Extended Contracts		25,000	25,000	-
140	Coaching and Other Supplements		343,223	320,800	267,635
163	Educational Assistants	29.0	718,659	709,457	726,346
188	Instructional Responsibility		107,500	107,500	82,465
189	Other Salaries & Wages - Tutors		268,800	-	-
201	Social Security		1,550,526	1,449,282	1,274,738
204/217	State Retirement		1,702,308	1,609,183	1,903,922
206	Life Insurance		63,875	63,350	31,456
207	Medical Insurance		1,891,720	1,876,336	2,326,360
212	Medicare		362,623	338,945	298,124
	<b>Salary &amp; Fringes Subtotal:</b>	365.0	30,579,541	28,712,605	27,717,505

*Includes personnel and benefits for teachers and classroom assistants. Career Ladder is a State funded initiative for veteran teachers and administrators.*

312	Contracts with Private Agencies		225,000	225,000	-
336	Maintenance & Repair - Equipment		12,000	12,000	10,365
355	Travel - Local Mileage		2,500	2,500	2,551
399	Other Contracted Services		1,010,065	1,050,065	944,038
429	Instructional Supplies & Materials		430,800	752,800	367,546
449	Textbooks		804,000	270,000	846,842
471	Software		375,000	375,000	319,724
499	Other Supplies & Materials		206,500	206,500	166,075
599	Other Charges		29,384	32,384	18,645
722	Regular Instruction Equipment		257,500	1,776,500	938,962
	<b>Services Subtotal:</b>		3,352,749	4,702,749	3,614,748
	<b>REGULAR INSTRUCTION TOTAL:</b>		33,932,290	33,415,354	31,332,253

*Includes costs for textbooks, materials and supplies and instructional equipment provided to the schools.*

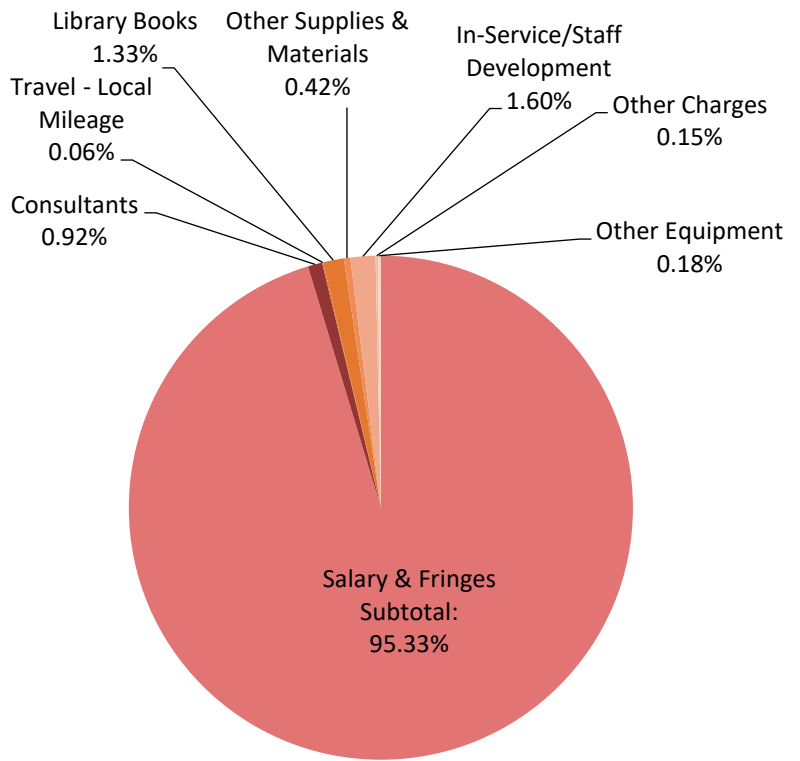


# REGULAR INSTRUCTION SUPPORT

## Teaching, Learning, and Assessment

**Missy Abel**

Assistant Superintendent, Teaching, Learning and Assessment



**\$3,251,910**

## Overview

Regular Education Instructional Support includes activities primarily for assisting instructional staff in planning, developing, and evaluating the process of providing learning experiences for students. These activities include curriculum development, techniques of instruction, in-service/professional learning, etc. Within this budget, personnel includes instructional supervisors, an Assistant Superintendent, Teaching, Learning, and Assessment, Librarians, Audiovisual Personnel, Education Media Personnel, Instructional Computer Personnel, Clerical Personnel, Educational Assistants, and in-service training.

## SUPPORT: REGULAR INSTRUCTION (72210)

<b>Acct</b>	<b>Description</b>	<b>FY 2025 PERS</b>	<b>FY 2025 Budget</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Actual</b>
105	Directors/Supervisors	9.8	1,077,711	918,659	696,198
117	Career Ladder Program		3,000	3,000	2,000
129	Librarians	7.0	520,450	483,728	464,347
136	Audiovisual Personnel	1.0	81,797	77,924	75,668
137	Education Media Personnel	1.0	76,576	72,927	69,423
138	Instructional Computer Personnel	6.0	431,595	393,426	343,436
161	Secretary	1.0	75,614	72,085	70,695
163	Ed/Library Assistant	2.5	45,882	52,945	45,138
188	Instructional Responsibility		1,500	1,500	1,500
189	Other Salaries & Wages	3.0	242,092	223,144	66,795
201	Social Security		143,476	128,724	106,484
204/217	State Retirement		187,687	169,559	158,930
206	Life Insurance		7,575	7,110	2,695
207	Medical Insurance		171,500	162,200	172,430
212	Medicare		33,555	30,105	24,903
<b>Salary &amp; Fringes Subtotal:</b>		31.3	3,100,010	2,797,036	2,300,642

*Includes salaries and benefits for the Department of Curriculum Directors and Supervisors as well as clerical staff at the Central Office and individual school librarians and library assistants.*

308	Consultants		30,000	68,000	48,450
355	Travel - Local Mileage		2,000	2,000	533
432	Library Books		43,400	43,400	43,400
499	Other Supplies & Materials		13,500	13,500	10,801
524	In-Service/Staff Development		52,000	55,000	45,172
599	Other Charges		5,000	5,000	16,480
790	Other Equipment		6,000	10,000	11,447
<b>Services Subtotal:</b>			151,900	196,900	176,283
<b>SUPPORT: REGULAR INSTRUCTION TOTAL:</b>			3,251,910	2,993,936	2,476,925

*Includes costs for library books used in schools for replacement and additional books to address enrollment growth and meet educational standards. Includes costs for mileage for Central Office personnel using personal vehicles in the performance of their job and travel to conferences.*



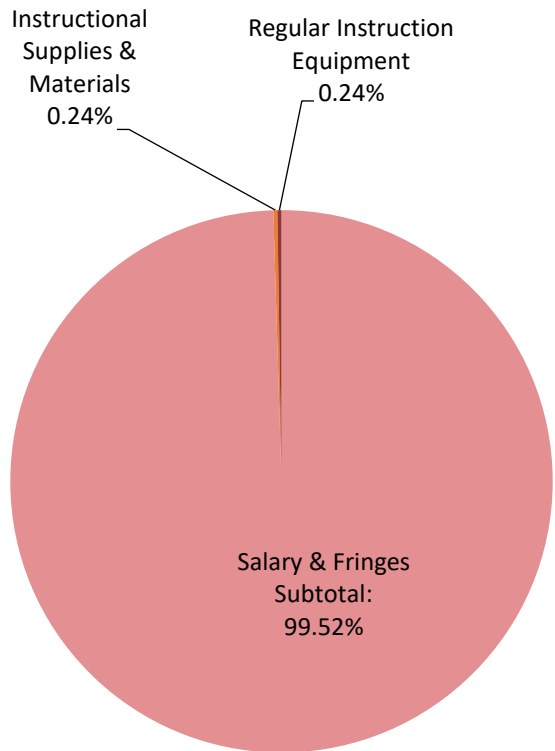


# ALTERNATIVE SCHOOL PROGRAM

## Teaching, Learning, and Assessment

**Missy Abel**

Assistant Superintendent, Teaching, Learning and Assessment



**\$415,596**

## Overview

Alternative Schools Program is an instruction program designated for students who consistently exhibit behavior that is disruptive to the learning process. This program may also serve at-risk youth or students who have a medical need for an alternative learning environment. Included in this budget are the activities of aides or classroom assistants, teachers, or social workers. The major expenditures for GMSD include teachers, a social worker, homebound instruction, contracts with local agencies for healthcare, and supplies and materials.

## ALTERNATIVE EDUCATION PROGRAM (71150)

<b>Acct</b>	<b>Description</b>	<b>FY 2025 PERS</b>	<b>FY 2025 Budget</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Actual</b>
116	Teachers	2.0	154,069	149,668	144,517
117	Career Ladder		1,000	1,000	-
128	Homebound Teachers	1.0	75,704	80,969	77,624
130	Social Worker	1.0	70,864	67,368	65,333
163	Educational Assistants	1.0	31,000	29,166	28,338
201	Social Security	-	20,623	20,347	18,393
204/217	State Retirement	-	25,138	24,703	27,291
206	Life Insurance	-	875	875	396
207	Medical Insurance	-	29,500	29,500	19,904
212	Medicare	-	4,823	4,758	4,302
	<b>Salary &amp; Fringes Subtotal:</b>	5.0	413,596	408,354	386,098
		-			
429	Instructional Supplies & Materials		1,000	1,000	332
722	Regular Instruction Equipment		1,000	1,000	109
	<b>Services Subtotal:</b>		2,000	2,000	441
	<b>ALTERNATIVE EDUCATION TOTAL:</b>		415,596	410,354	386,539

*Includes salaries and fringe benefits for teachers and contracts with outside providers for alternative school academic and counseling programs.*

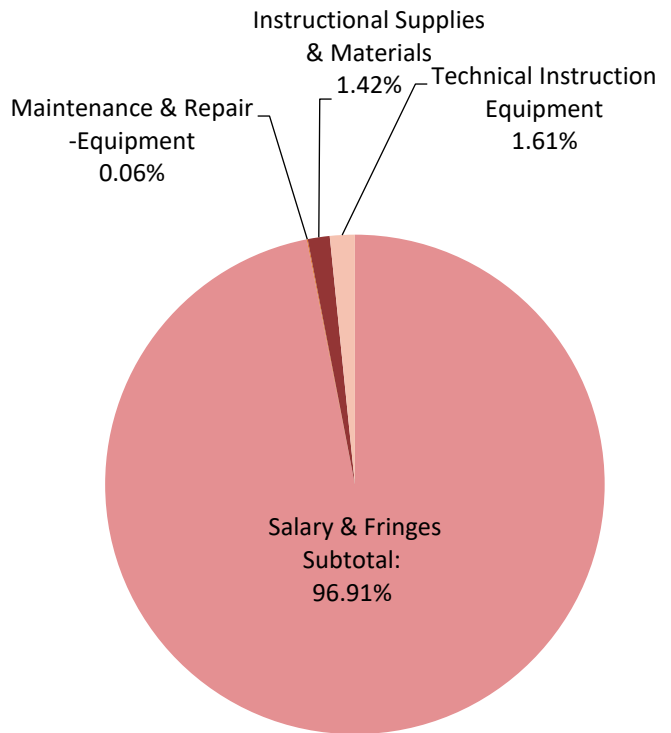


# CAREER AND TECHNICAL ED PROGRAM

## Teaching, Learning, and Assessment

**Missy Abel**

Assistant Superintendent, Teaching, Learning and Assessment



**\$1,553,022**

## Overview

The Vocational Education Instructional Program includes instructional activities that provide students with the opportunity to develop knowledge, skills, and attitudes needed for employment in an occupational area. Activities include training both in the classroom and in a supervised work environment. Our Career and Technical Education (CTE) offers programs that align with our area high-demand occupations and provide Early Postsecondary Opportunities for our students who are on the college or career pathway.

## CAREER & TECHNICAL EDUCATION PROGRAM (71300)

<u>Acct</u>	<u>Description</u>	<u>FY 2025</u> <u>PERS</u>	<u>FY 2025</u> <u>Budget</u>	<u>FY 2024</u> <u>Budget</u>	<u>FY 2023</u> <u>Actual</u>
116	Teachers	17.0	1,192,472	1,048,230	939,298
117	Career Ladder Program		1,000	1,000	-
201	Social Security		73,995	65,052	53,439
204/217	State Retirement		81,275	71,453	81,795
206	Life Insurance		2,975	2,800	1,393
207	Medical Insurance		136,000	128,000	98,498
212	Medicare		17,305	15,214	12,498
	<b>Salary &amp; Fringes Subtotal:</b>	17.0	1,505,022	1,331,749	1,186,921

*Includes salaries and benefits for teachers in the Career and Technical Education programs provided at Houston High School.*

336	Maintenance & Repair -Equipment		1,000	1,000	250
429	Instructional Supplies & Materials		22,000	22,000	28,478
730	Technical Instruction Equipment		25,000	25,000	2,286
	<b>Services Subtotal:</b>		48,000	48,000	31,014
	<b>TECHNICAL EDUCATION TOTAL:</b>		1,553,022	1,379,749	1,217,935

*Includes textbooks, materials and supplies, and equipment in Career and Technical Education programs at Houston High School.*



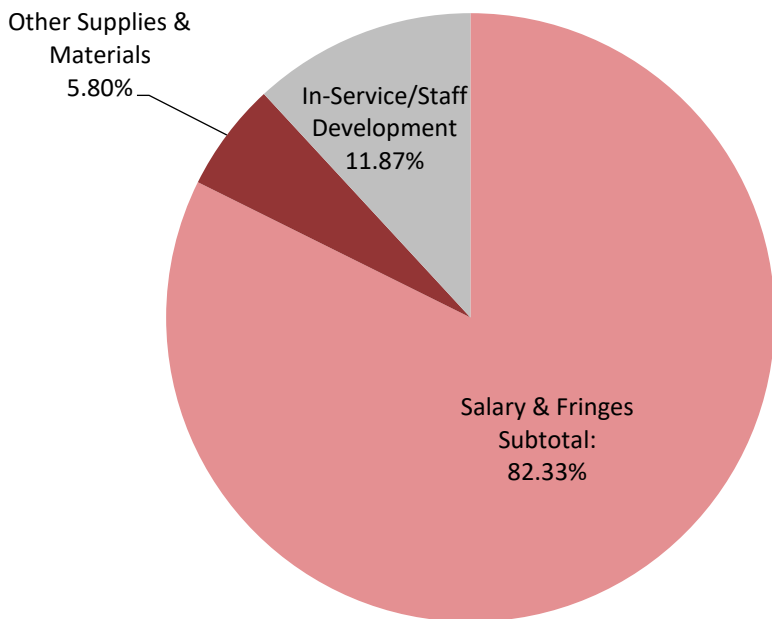
# CAREER AND TECH ED SUPPORT

Teaching, Learning, and  
Assessment

**Missy Abel**

Assistant Superintendent, Teaching, Learning and  
Assessment

**\$33,694**



## Overview

Vocational Education Instructional Staff Support includes activities primarily for assisting CTE instructional staff in planning, developing, and evaluating the process of providing learning experiences that give students the opportunity to develop the knowledge, skills and attitudes, and possibly industry certification needed for employment in an occupational area.

## SUPPORT: CAREER AND TECHNICAL EDUCATION (72230)

<u>Acct</u>	<u>Description</u>	FY 2025	FY 2025	FY 2024	FY 2023
		<u>PERS</u>	<u>Budget</u>	<u>Budget</u>	<u>Actual</u>
105	Director/Supervisor	0.2	21,878	20,828	20,021
201	Social Security		1,356	1,291	1,133
204/217	State Retirement		1,490	1,418	1,802
206	Life Insurance		50	50	30
207	Medical Insurance		2,650	2,650	2,366
212	Medicare		317	302	265
<b>Salary &amp; Fringes Subtotal:</b>		0.2	27,741	26,539	25,617

*Includes funds for support staff in the Career and Technical Education Department.*

			-	-	-
499	Other Supplies & Materials		1,953	1,953	1,344
524	In-Service/Staff Development		4,000	4,000	3,812
<b>Services Subtotal:</b>			5,953	5,953	5,156
<b>SUPPORT: TECHNICAL EDUCATION TOTAL:</b>			33,694	32,492	30,773

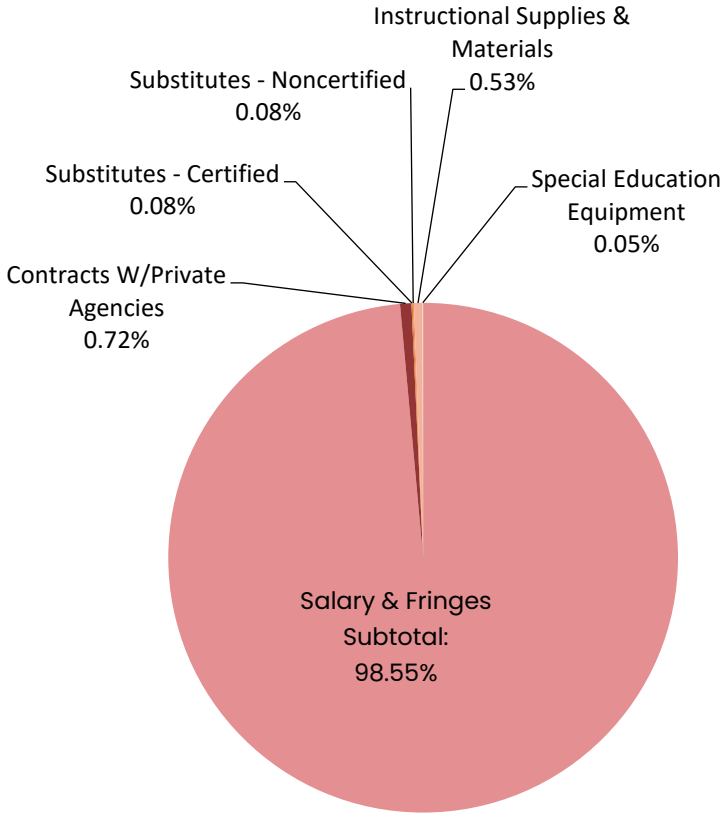
*Supplies and materials and staff development for the CTE Supervisor.*



# SPECIAL EDUCATION INSTRUCTION

**Sarah Huffman**

Assistant Superintendent, Exceptional Student Education



**\$6,261,401**

## Overview

This function holds all SPED teachers, assistants, speech language pathologists, Board-Certified Behavior Analysts, and contracting services for vision and speech. Instructional Supplies and Materials include teacher discretionary funds. Special education equipment purchases ranged from standers to assistive technology devices.

## SPECIAL EDUCATION PROGRAM (71200)

<u>Acct</u>	<u>Description</u>	FY 2025	FY 2025	FY 2024	FY 2023
		<u>PERS</u>	<u>Budget</u>	<u>Budget</u>	<u>Actual</u>
116	Teachers	43.0	2,801,268	2,575,770	2,177,842
117	Career Ladder Program		5,000	5,000	1,000
128	Homebound Teachers	1.0	70,717	67,371	66,714
163	Educational Assistants	40.0	1,223,393	1,014,878	889,969
171	Therapists (Speech)	10.0	739,290	652,740	616,413
188	Instructional Responsibility		122,000	122,000	122,000
201	Social Security		307,623	275,141	223,689
204/217	State Retirement		367,741	326,974	343,003
206	Life Insurance		16,625	15,400	5,549
207	Medical Insurance		445,000	410,000	371,558
212	Medicare		71,944	64,348	52,314
	<b>Salary &amp; Fringes Subtotal:</b>	94.0	6,170,601	5,529,622	4,870,051

*Includes salaries and benefits for teachers, speech therapists, and classroom assistants used in Special Education classes. Includes homebound teachers who go to individual students' homes if they are unable to attend school because of illness or hospitalization.*

312	Contracts W/Private Agencies		44,900	44,900	44,900
369	Substitutes - Certified		5,000	5,000	7,676
370	Substitutes - Noncertified		5,000	5,000	4,917
429	Instructional Supplies & Materials		32,900	29,300	21,671
725	Special Education Equipment		3,000	3,000	2,824
	<b>Services Subtotal:</b>		90,800	87,200	81,988
	<b>SPECIAL EDUCATION TOTAL:</b>		6,261,401	5,616,822	4,952,039

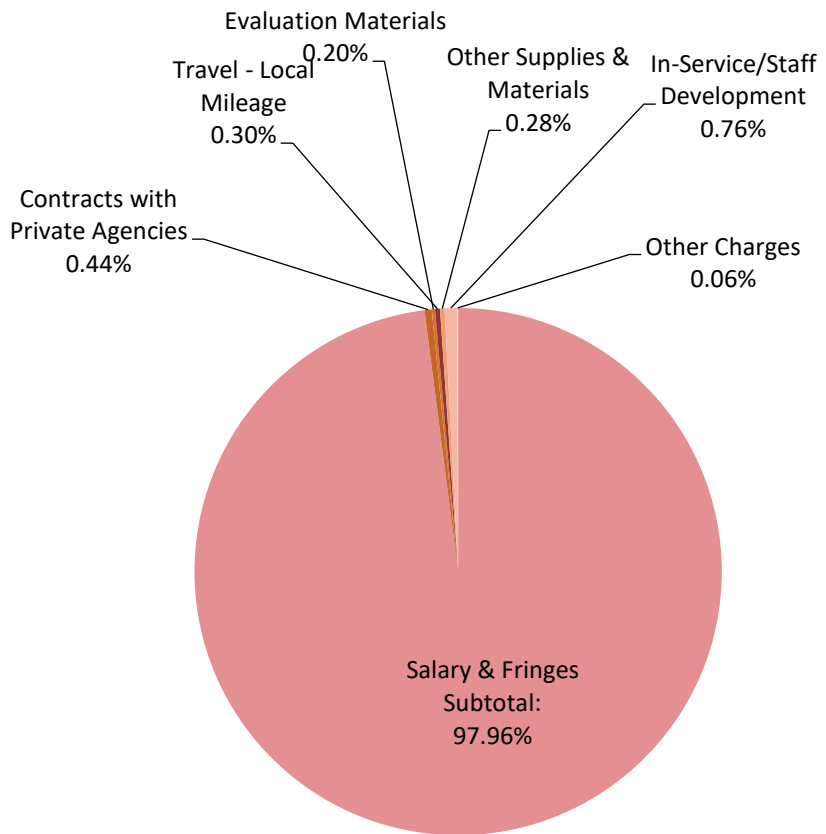
*Includes contracts for services provided by private agencies for services (such as hearing impaired and visually impaired) that cannot be provided in a cost-efficient manner by the District and the cost of instructional materials and supplies, and equipment used to provide Special Education services.*



# SPECIAL EDUCATION SUPPORT

**Sarah Huffman**

Assistant Superintendent, Exceptional Student Education



**\$2,313,684**

## Overview

This budget includes positions that are not common in many systems across the state: clericals assigned specifically to SPED only. These clericals work to schedule meetings, keep paperwork in compliance and assist in parent communication. Occupational and physical therapists and testing, evaluation materials are also included.

## SUPPORT: SPECIAL EDUCATION (72220)

<u>Acct</u>	<u>Description</u>	<u>FY 2025</u>	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY 2023</u>
		<u>PERS</u>	<u>Budget</u>	<u>Budget</u>	<u>Actual</u>
105	Supervisors/Supervisor	4.0	453,444	332,709	280,324
124	Psychological Personnel	5.0	448,344	430,474	394,944
131	Medical Personnel (OT/PT)	5.0	398,456	392,126	378,937
161	Assistant	1.0	62,746	72,085	70,696
162	Clerical Personnel	6.0	244,868	234,617	213,660
189	Other Salaries	3.0	210,767	233,771	222,609
201	Social Security		112,755	105,139	91,342
204/217	State Retirement		157,159	148,742	136,773
206	Life Insurance		6,175	6,050	2,266
207	Medical Insurance		141,600	138,650	129,483
212	Medicare		26,370	24,589	21,362
<b>Salary &amp; Fringes Subtotal:</b>		24.0	2,262,684	2,118,952	1,942,396
<i>Includes salaries and benefits for directors, supervisors, psychologists, occupational and physical therapists, Central Office clerical personnel as well as clerical personnel located at every elementary, middle, and high school.</i>					
312	Contracts with Private Agencies		11,000	11,000	11,000
324	Evaluation Materials		5,000	5,000	-
355	Travel - Local Mileage		7,500	7,500	4,216
499	Other Supplies & Materials		7,000	12,270	6,298
524	In-Service/Staff Development		19,000	19,000	18,981
599	Other Charges		1,500	1,500	1,989
<b>Services Subtotal:</b>			51,000	56,270	42,484
<b>SUPPORT: SPECIAL EDUCATION TOTAL:</b>			2,313,684	2,175,222	1,984,880

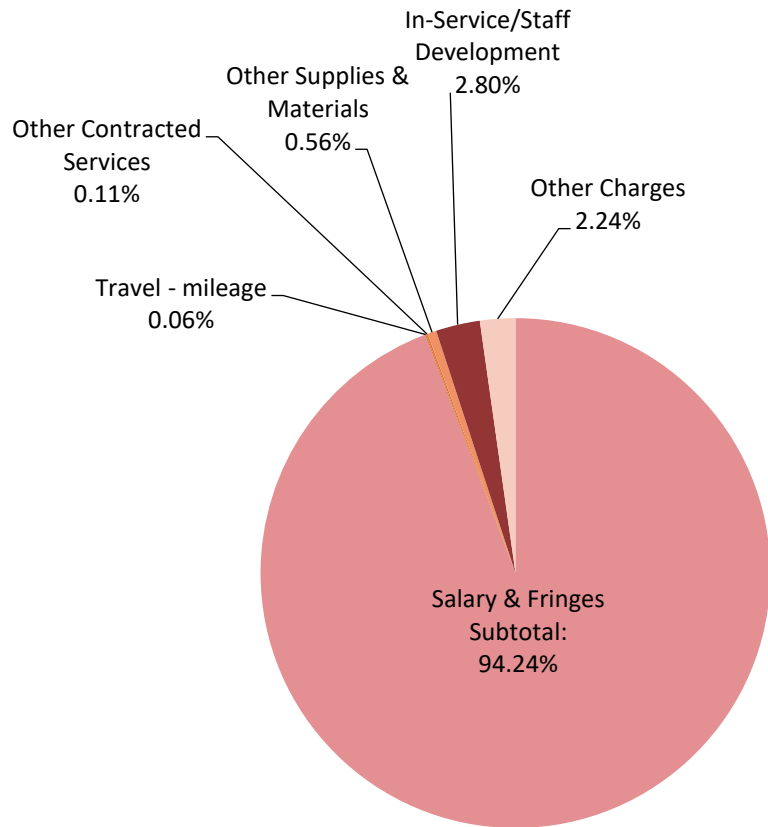
*Includes support for Special Education Department for consultation, travel - local mileage for special education personnel using personal vehicles in the performance of their job, in-service and staff development. Includes specialized supplies, materials, and evaluations used with special populations.*

# ATTENDANCE & PLANNING

## Department of Student Services

**Chauncey Bland**

Assistant Superintendent, Student Services



**\$893,961**

## Overview

The GMSD Attendance and Planning (Student Services) department takes pride in monitoring and responding to new and trending student issues. We attend local and state level professional development to assist us in providing the best products and programs. We understand that student success is the focus of the district, and we strive to give them the tools to be productive students and citizens in the community.

## ATTENDANCE & PLANNING (72110)

<b>Acct</b>	<b>Description</b>	<b>FY 2025</b>	<b>FY 2025</b>	<b>FY 2024</b>	<b>FY 2023</b>
		<b>PERS</b>	<b>Budget</b>	<b>Budget</b>	<b>Actual</b>
105	Director/Supervisor	2.0	250,152	238,239	229,269
130	Social Worker	2.0	160,855	153,277	147,388
162	Clerical Personnel	2.0	115,631	109,638	93,527
189	Other Salaries	1.5	152,738	145,482	139,481
201	Social Security		42,121	40,091	33,589
204/217	State Retirement		56,738	54,001	49,674
206	Life Insurance		1,875	1,875	841
207	Medical Insurance		52,500	52,500	31,284
212	Medicare		9,851	9,376	8,507
<b>Salary &amp; Fringes Subtotal:</b>		7.5	842,461	804,479	733,560

*Includes salaries and benefits for personnel working in the Student Services department which provides support services for the schools in the areas of attendance, safety, discipline, suspensions, etc.*

355	Travel - mileage		500	500	-
399	Other Contracted Services		1,000	1,000	78
499	Other Supplies & Materials		5,000	5,000	1,320
524	In-Service/Staff Development		25,000	25,000	20,237
599	Other Charges		20,000	15,000	9,639
<b>Services Subtotal:</b>			51,500	46,500	31,274

### ATTENDANCE & PLANNING TOTAL:

893,961      850,979      764,834

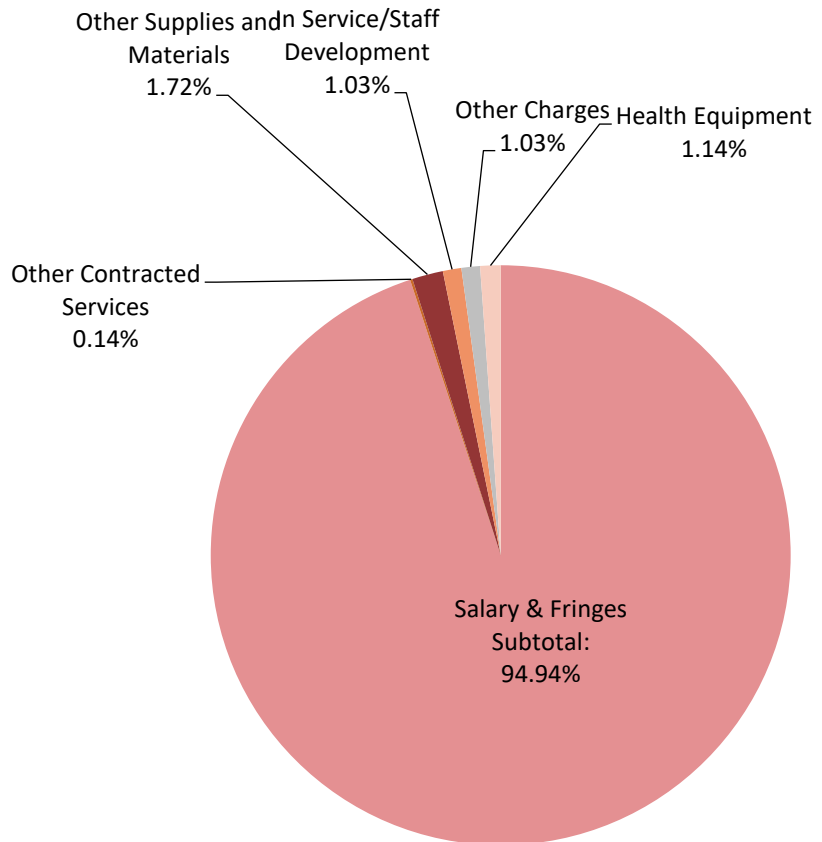
*Includes costs for employee local mileage as well as funds for some school personnel to receive specialized training in appropriate areas of school discipline.*

# HEALTH SERVICES

## Department of Student Services

### Chauncey Bland

Assistant Superintendent, Student Services



**\$726,056**

## Overview

GMSD is dedicated to improving the overall health of our students to assure academic and personal success. GMSD demonstrates its dedication by providing funding to support Tennessee's Coordinated School Health initiative by employing a School Health Supervisor. The School Health Supervisor works to develop programs to improve health-conscious opportunities such as; 7<sup>th</sup>/9<sup>th</sup>/ 11<sup>th</sup> grade CPR/AED certification, in and out of class physical activity, nutritional education, safe educational environments for all, increasing staff wellness, student health screenings, and community partnerships though out the city. In addition, GMSD provides funding for a full-time nurse at each school and a district lead nurse for additional medical support.

## HEALTH SERVICES (72120)

<u>Acct</u>	<u>Description</u>	<u>FY 2025</u>	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY 2023</u>
		<u>PERS</u>	<u>Budget</u>	<u>Budget</u>	<u>Actual</u>
105	Director/Supervisor	1.5	154,779	151,609	74,603
131	School Nurses	7.0	373,352	362,657	12,362
189	Other Salaries & Wages		4,500	4,500	-
201	Social Security		33,023	32,163	5,221
204/217	State Retirement		45,491	44,287	8,076
206	Life Insurance		1,488	1,488	130
207	Medical Insurance		68,950	68,950	8,751
212	Medicare		7,723	7,522	1,221
	<b>Salary &amp; Fringes Subtotal:</b>	8.5	689,306	673,176	110,364

*Includes salaries and benefits for school nurses.*

399	Other Contracted Services		1,000	1,000	176,071
499	Other Supplies and Materials		12,500	12,500	20,245
524	In Service/Staff Development		7,500	7,500	4,000
599	Other Charges		7,500	7,500	3,000
735	Health Equipment		8,250	8,250	3,000
	<b>Services Subtotal:</b>		36,750	36,750	206,316
	<b>HEALTH SERVICES TOTAL:</b>		726,056	709,926	316,680

*Includes cost of supplies and other support costs for school nurses.*

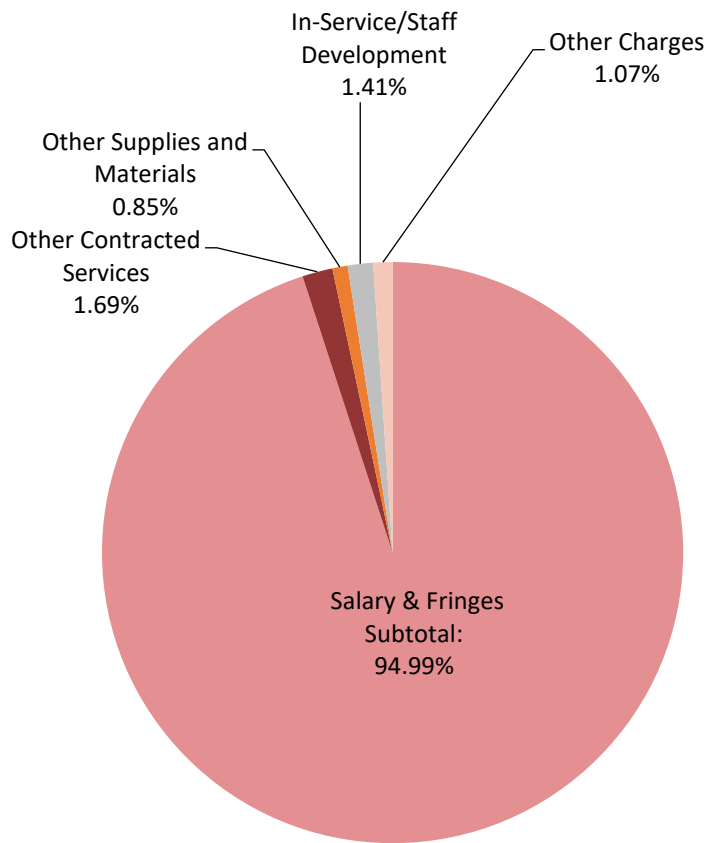


# OTHER STUDENT SUPPORT/ GUIDANCE

Department of Student Services

**Chauncey Bland**

Assistant Superintendent, Student Services



**\$1,774,817**

## Overview

The GMSD Other Student Support department is comprised of 18 School Counselors and 1 Counseling Intervention Specialist. Our school counselors receive local, state, and national professional development, to stay current with new programs that support student development. Houston Middle has received the Recognized ASCA Model Program (RAMP) designation and was honored at the American School Counselors Association conference in New Orleans, LA.

## OTHER STUDENT SUPPORT/GUIDANCE (72130)

<u>Acct</u>	<u>Description</u>	<u>FY 2025</u> <u>PERS</u>	<u>FY 2025</u> <u>Budget</u>	<u>FY 2024</u> <u>Budget</u>	<u>FY 2023</u> <u>Actual</u>
117	Career Ladder Program		3,000	3,000	3,000
123	Guidance Personnel	19.0	1,367,501	1,309,435	1,199,550
188	Instructional Responsibility		1,500	1,500	-
201	Social Security		85,064	81,464	71,131
204/217	State Retirement		93,433	89,479	105,139
206	Life Insurance		3,325	3,325	1,752
207	Medical Insurance		112,100	112,100	83,322
212	Medicare		19,894	19,052	16,636
	<b>Salary &amp; Fringes Subtotal:</b>	19.0	1,685,817	1,619,355	1,480,530

*Includes salaries and benefits for School Counselors in Elementary, Middle and High Schools to meet accreditation standards and Strategic Plan goals.*

399	Other Contracted Services		30,000	30,000	11,525
499	Other Supplies and Materials		15,000	15,000	224
524	In-Service/Staff Development		25,000	25,000	28,842
599	Other Charges		19,000	19,000	8,195
790	Other Equipment				36,890
	<b>Services Subtotal:</b>		89,000	89,000	85,676
	<b>OTHER STUDENT SUPPORT TOTAL:</b>		1,774,817	1,708,355	1,566,206

*Includes cost of materials used and staff development costs.*



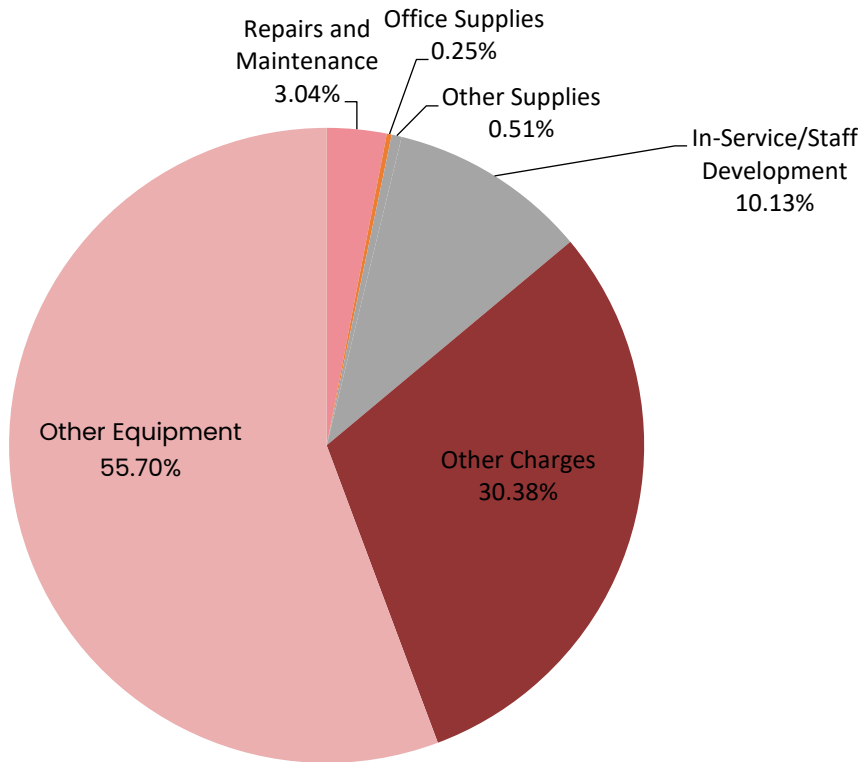
# SCHOOL SAFETY

## Department of Student Services

**Chauncey Bland**

Assistant Superintendent, Student Services

**\$98,750**



## Overview

Each year school districts across the state are awarded Safe Schools Grants. These monies are used to increase school safety awareness as well as to purchase equipment to help GMSD students, faculties, and stakeholders feel safe while on campus. In recent years, we have used a portion of the grant to upgrade and/or replace the security cameras on the exterior and interior of each campus. We have recognized that cell phone coverage is inconsistent on our campuses and realize that phone communications are an essential part of any emergency plan. Each year our School Resource Officer Supervisor attends a national conference where school systems across the nation listen to real life emergency preparedness events and participate in round table discussions to identify programs and procedures that we may be able to implement in GMSD.

## SCHOOL SAFETY (72830)

<b>Acct</b>	<b>Description</b>	<b>FY 2025 Budget</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Actual</b>
336	Repairs and Maintenance	3,000	3,000	-
435	Office Supplies	250	250	16
499	Other Supplies	500	500	-
524	In-Service/Staff Development	10,000	10,000	4,295
599	Other Charges	30,000	27,500	18,249
790	Other Equipment	<u>55,000</u>	<u>55,000</u>	<u>10,805</u>
<b>SCHOOL SAFETY TOTAL:</b>		98,750	96,250	33,365

*Includes cost of employee badges and visitor identification system for all schools.*

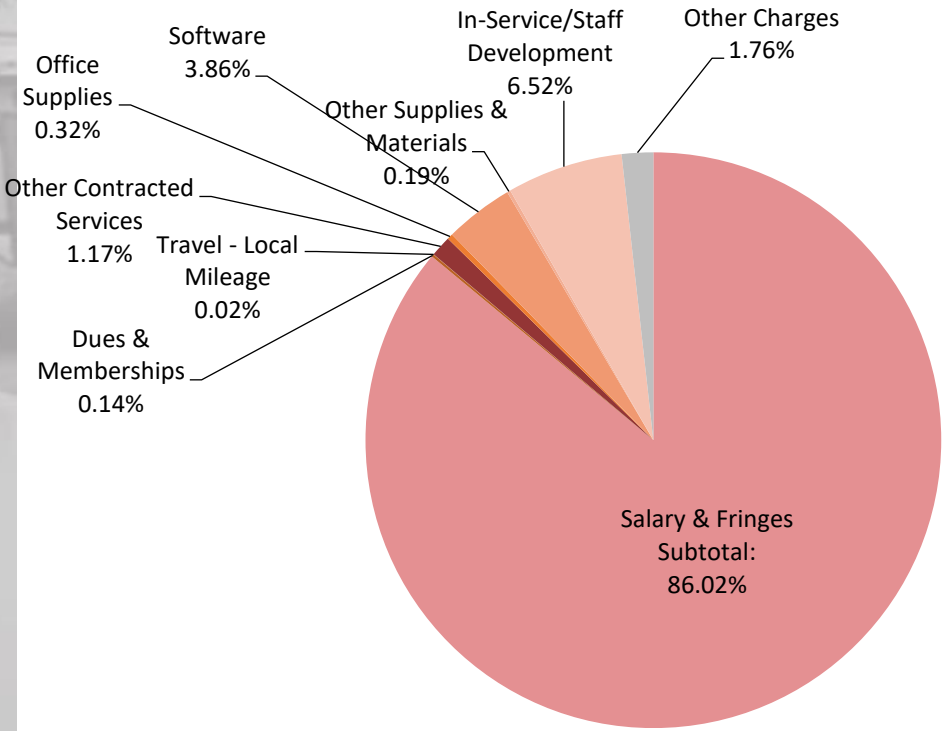


# HUMAN RESOURCES

## Department of Human Resources

**Elissa Stratton**

Assistant Superintendent, Human Resources



### Overview

The Department of Human Resources Budget includes the salaries of an Assistant Superintendent, a Human Resources Supervisor, and Human Resources and Benefits Specialists. This department recruits, retains, and develops exemplary staff through employee relations programs. Human Resources also works to develop a competitive, comprehensive benefits package and works with staff in selecting benefits that best meet their differentiated needs during the open enrollment process.

## HUMAN RESOURCES (72520)

<u>Acct</u>	<u>Description</u>	<b>FY 2025</b>	<b>FY 2025</b>	<b>FY 2024</b>	<b>FY 2023</b>
		<u>PERS</u>	<u>Budget</u>	<u>Budget</u>	<u>Actual</u>
105	Directors/Supervisors	2.0	238,455	227,073	215,594
161	Human Resources Specialist	1.5	114,728	111,822	83,212
162	Benefits Specialist	1.0	80,181	81,433	74,668
201	Social Security		26,869	26,060	22,601
204/217	State Retirement		34,268	33,340	31,902
206	Life Insurance		1,125	1,125	498
207	Medical Insurance		31,500	31,500	17,636
212	Medicare		6,284	6,095	5,286
299	Other Fringe Benefits		5,000	5,000	-
<b>Salary &amp; Fringes Subtotal:</b>		4.5	538,410	523,448	451,397

*Includes salaries and benefits for Human Resources and Communications. Other fringe benefits include costs for employee assistant program, physicals, drug testing, and other pre-employment costs.*

320	Dues & Memberships		864	844	-
355	Travel - Local Mileage		100	100	-
399	Other Contracted Services		7,328	6,838	6,500
435	Office Supplies		2,000	2,000	1,634
471	Software		24,135	16,285	12,419
499	Other Supplies & Materials		1,200	1,200	763
524	In-Service/Staff Development		40,815	40,815	42,410
599	Other Charges		11,040	2,000	1,439
<b>Services Subtotal:</b>			87,482	70,082	65,165
<b>HUMAN RESOURCES TOTAL:</b>			625,892	593,530	516,562

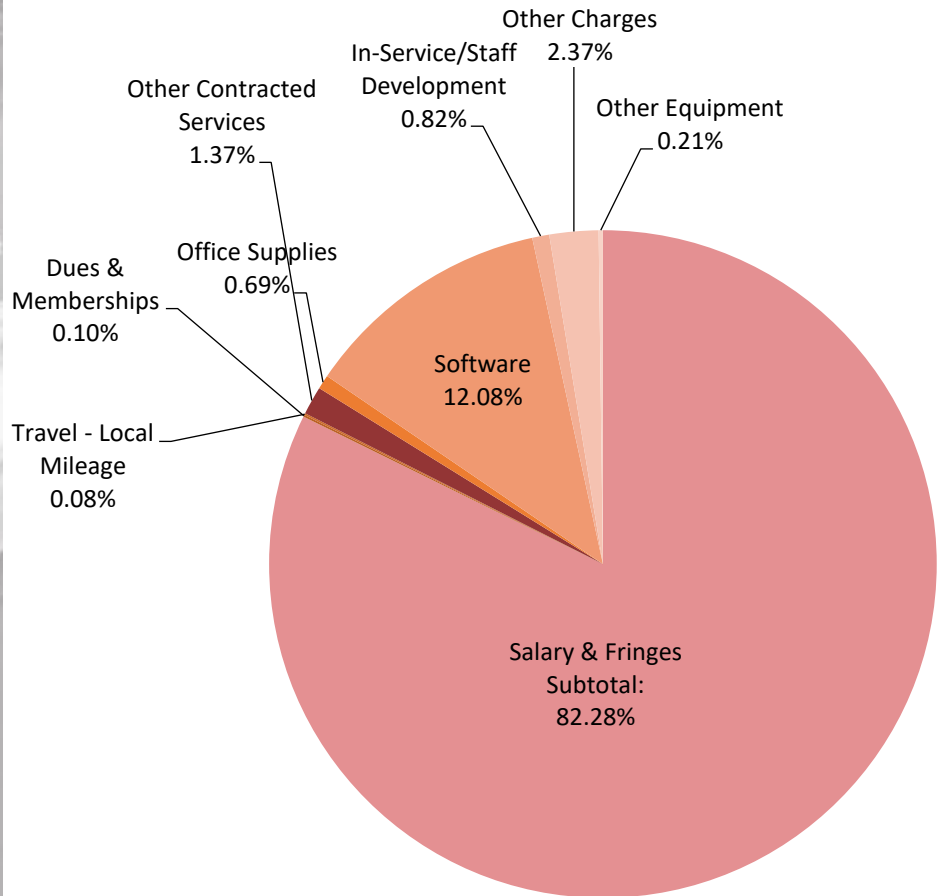
*Includes costs associated with Human Resource department.*



# FISCAL SERVICES

**Kevin Jones**

Chief Financial Officer



**\$728,273**

## Overview

The Finance Department is responsible for processing payroll, paying vendors, preparing financial reports for the Board and for the TN Department of Education, developing budgets, processing grant and federal program reimbursements and cash receipts, accounting for fixed assets and construction projects, assisting staff with procuring goods and services, assisting school financial secretaries with financial reporting processes and compliance, providing staff technical assistance with Skyward systems development, and working with SFE who administers the school nutrition program. The Finance Department processes annually approximately 15,000 vendor payments and payroll direct deposits.

## FISCAL SERVICES (72510)

Acct	Description	FY 2025	FY 2025	FY 2024	FY 2023
		PERS	Budget	Budget	Actual
105	Directors/Supervisors	2.0	243,843	133,098	121,211
119	Accounting Specialists	1.5	120,272	228,759	216,117
122	Purchasing Personnel	1.0	29,534	29,534	13,070
161	Assistant	1.0	75,614	72,035	69,600
201	Social Security		29,094	28,732	24,622
204/217	State Retirement		43,407	42,867	37,564
206	Life Insurance		1,375	1,375	633
207	Medical Insurance		49,280	49,280	27,263
212	Medicare		6,804	6,720	5,758
	<b>Salary &amp; Fringes Subtotal:</b>	5.5	599,223	592,400	515,838

*Includes salaries and benefits for CFO, School Accounting, Purchasing, Accounts Payable and Payroll department personnel.*

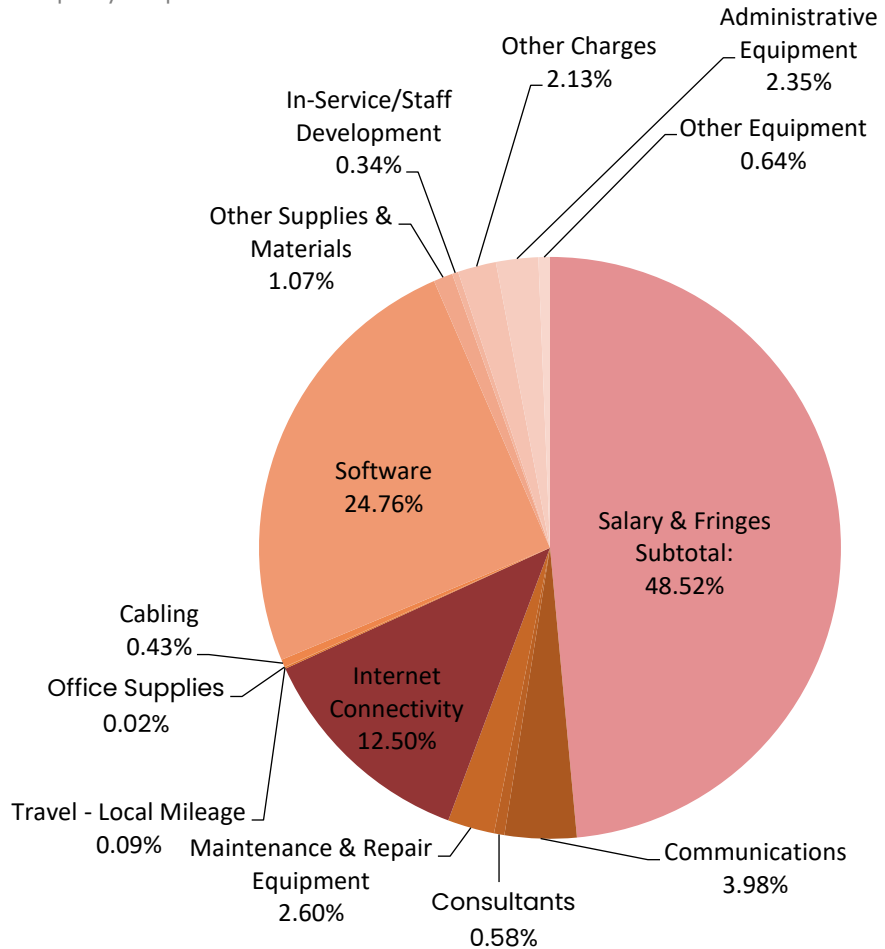
320	Dues & Memberships		700	700	360
355	Travel - Local Mileage		600	600	50
399	Other Contracted Services		10,000	10,000	760
435	Office Supplies		5,000	5,000	3,494
471	Software		88,000	88,000	61,815
524	In-Service/Staff Development		6,000	6,000	6,946
599	Other Charges		17,250	17,250	27,002
790	Other Equipment		1,500	1,500	904
	<b>Services Subtotal:</b>		129,050	129,050	101,331
	<b>FISCAL SERVICES TOTAL:</b>		728,273	721,450	617,169

*Includes costs for the new business software implemented.*

# DEPARTMENT OF TECHNOLOGY

**Josh Cathey**

Deputy Superintendent



**\$2,344,630**

## Department Overview

The Germantown Municipal School District is committed to providing students with a 21st Century Classroom environment to better prepare them for their future careers in a technology rich society. The Technology Department provides and supports communication tools that connect students and teachers in digital platforms and also give parents up to date information on classroom assignments, grades, attendance, etc. These tools include the district's student information system (Skyward), the district's notification system (Skylert), the learning management system (Schoology) and the district website. In addition to communication tools, our department provides and supports devices that enhance digital learning, improves computer skills, and helps make instruction seamless from school to home.

## TECHNOLOGY (72250)

<b>Acct</b>	<b>Description</b>	<b>FY 2025 PERS</b>	<b>FY 2025 Budget</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Actual</b>
105	Directors/Supervisors	1.0	110,388	105,141	102,088
120	Computer Programmers	7.0	493,061	438,257	385,688
162	Clerical Personnel	0.0	-	-	4,281
189	Other Salaries & Wages	3.0	270,604	257,767	210,352
201	Social Security		54,191	49,672	40,429
204/217	State Retirement		80,850	74,108	62,772
206	Life Insurance		2,750	2,750	961
207	Medical Insurance		113,212	113,212	67,548
212	Medicare		12,674	11,617	9,455
	<b>Salary &amp; Fringes Subtotal:</b>	11.0	1,137,730	1,052,524	883,574
<i>Includes salaries and benefits for administrative and instructional support technology positions.</i>					
307	Communications		93,400	90,400	68,681
308	Consultants		13,500	13,500	9,430
336	Maintenance & Repair Equipment		61,000	61,000	59,777
350	Internet Connectivity		293,000	293,000	204,489
355	Travel - Local Mileage		2,000	1,000	737
435	Office Supplies		500	500	376
470	Cabling		10,000	10,000	10,000
435	Software		580,500	575,300	464,981
499	Other Supplies & Materials		25,000	25,000	18,776
524	In-Service/Staff Development		8,000	8,000	1,765
599	Other Charges		50,000	26,000	6,246
701	Administrative Equipment		55,000	55,000	79,013
790	Other Equipment		15,000	15,000	11,983
	<b>Services Subtotal:</b>		1,206,900	1,173,700	936,254
	<b>TECHNOLOGY TOTAL:</b>		2,344,630	2,226,224	1,819,828
<i>Includes costs for all telephone and internet charges, computers, software, and equipment.</i>					

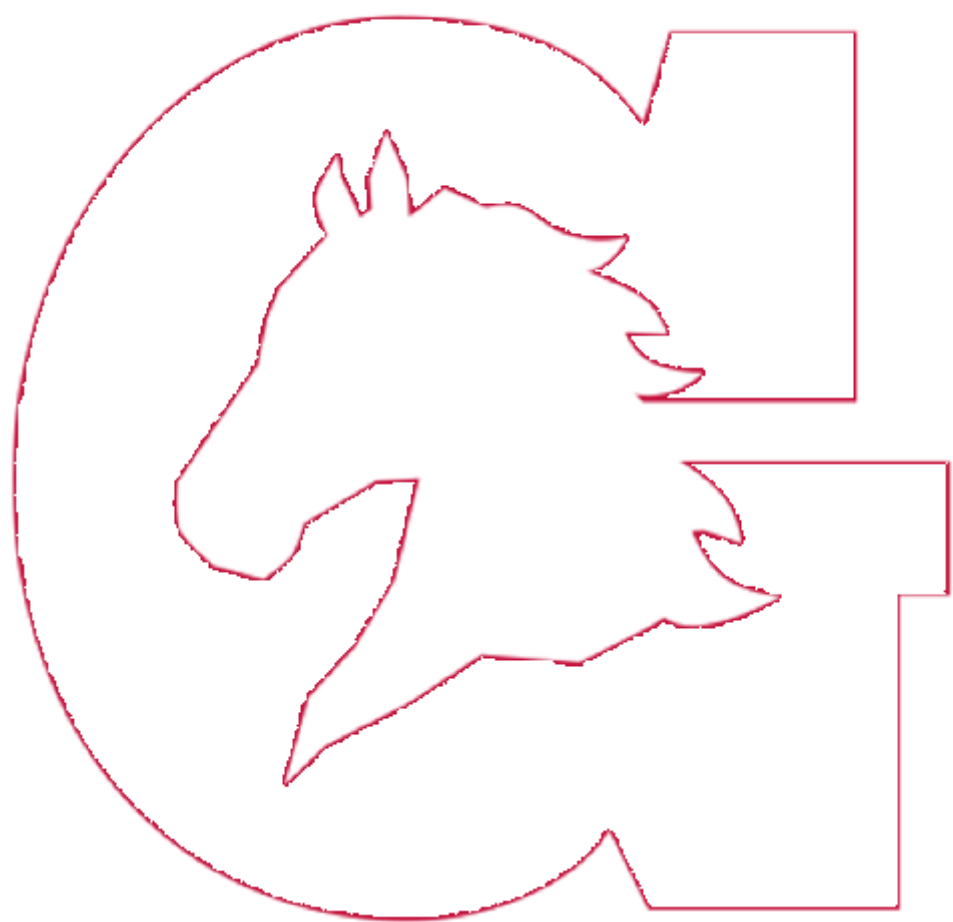


# BLENDED LEARNING PROGRAM

## Program Overview

The Germantown Municipal School District strives to develop students, who are responsible in their use of technology, can use technology advantageously as a communication and presentation device, and can stay current with creative opportunities. In accordance with this, schools has transitioned to blended classrooms and the use of 1:1 devices for all students grades 6-12 and 1:2 devices for all students grades K-5 (7,800 devices). This also includes providing laptops to staff and students who will enroll in our fully online school in FY22. Blended Learning is an aggressive model that has required a substantial financial investment. It has also required a substantial infrastructure investment around capacity and cybersecurity.

The district continues to place a large emphasis on cybersecurity and students' digital safety by incorporating an active student email monitoring system which scans files in students' web-based GoogleDrive storage. This system scans for inappropriate material, instances of cyberbullying, and incorporates an instant alert reporting system that students can use to share their own concerns about school safety (including bullying, planned fights, students in crisis, threats of violence, weapons brought to school, etc.). Trained professionals monitor this system 24/7/365 and alert district-appointed personnel.

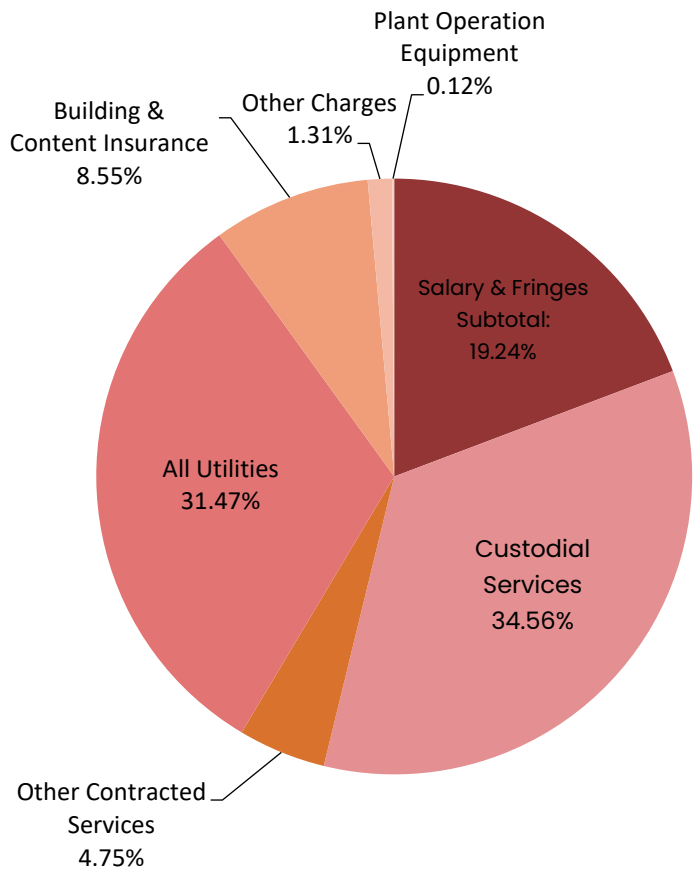


# OPERATION OF PLANT

## Department of Operations

**Josh Cathey**

Deputy Superintendent



**\$4,210,173**

## Overview

Included in this budget are plant manager salaries and fringes, custodial contract, daily trash and recycling collection, monthly elevator maintenance and inspection, security and monitoring contract, TOSHA/OSHA inspections, landscaping contract, light gas and water utility payments, property insurance, pest control contract, and weed control/fertilization.

## OPERATION OF PLANT (72610)

<b>Acct</b>	<b>Description</b>	<b>FY 2025</b>	<b>FY 2025</b>	<b>FY 2024</b>	<b>FY 2023</b>
		<b>PERS</b>	<b>Budget</b>	<b>Budget</b>	<b>Actual</b>
166	Custodial Wages	6.0	231,920	220,618	5,000
167	Plant Managers	6.0	385,011	360,287	323,351
189	Other Salaries & Wages		-	-	15,140
201	Social Security		38,250	36,016	19,327
204/217	State Retirement		35,613	33,327	31,232
206	Life Insurance		1,800	1,800	473
207	Medical Insurance		111,996	111,996	43,035
212	Medicare		5,583	5,224	4,520
	<b>Salary &amp; Fringes Subtotal:</b>	12.0	810,173	769,268	442,078

*Includes salaries and benefits for personnel in Plant Operations.*

328	Custodial Services		1,455,000	1,425,000	1,083,497
399	Other Contracted Services		200,000	180,000	184,480
415	All Utilities		1,325,000	1,300,000	1,137,135
502	Building & Content Insurance		360,000	330,000	271,339
599	Other Charges		55,000	50,000	43,070
720	Plant Operation Equipment		5,000	5,000	2,119
	<b>Services Subtotal:</b>		3,400,000	3,290,000	2,721,640
	<b>OPERATION OF PLANT TOTAL:</b>		4,210,173	4,059,268	3,163,718

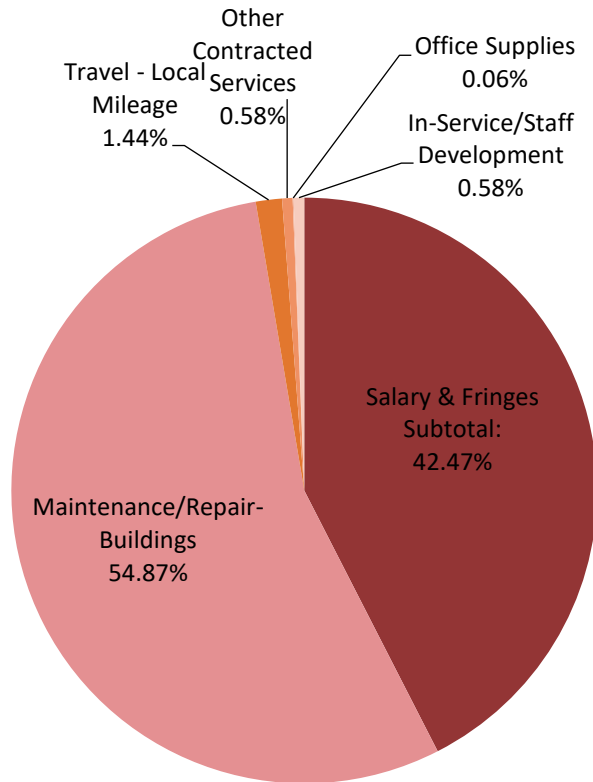
*Includes costs for all utilities, trash pickup, out-sourcing cleaning, materials and supplies, environmental monitoring, security system maintenance, elevator maintenance, building insurance, and equipment needed to maintain cleanliness of buildings and grounds.*

# MAINTENANCE OF PLANT

## Department of Operations

**Josh Cathey**

Deputy Superintendent



**\$1,731,320**

## Overview

Included in this budget are Operations department salaries and fringes, all maintenance of buildings including plumbing, electrical, roofing, HVAC, carpentry, locksmith, grease trap cleanings, security alarm system maintenance/inspections, fire alarm system maintenance/inspections, fire extinguisher maintenance/inspections, fire sprinkler system maintenance/inspections, AHERA asbestos plans, and many other trades, including School Dude maintenance software.

This budget allows the district to stay operational on a day-to-day basis. This maintenance software allows the department to see problem areas, maintenance staffing needs, and to prioritize capital improvement projects by providing data on the number of work orders received from a specific building or priority area.

## MAINTENANCE OF PLANT (72620)

<u>Acct</u>	<u>Description</u>	<u>FY 2025</u>	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY 2023</u>
		<u>PERS</u>	<u>Budget</u>	<u>Budget</u>	<u>Actual</u>
105	Director	1.0	145,228	138,304	134,265
161	Secretaries	1.0	68,153	64,932	61,840
167	Maintenance Personnel	4.0	366,820	343,696	328,695
201	Social Security		35,972	33,910	30,682
204/217	State Retirement		50,125	47,217	47,048
206	Life Insurance		1,500	1,500	775
207	Medical Insurance		59,109	59,109	48,120
212	Medicare		8,413	7,931	7,185
<b>Salary &amp; Fringes Subtotal:</b>		6.0	735,320	696,599	658,610

*Includes salaries and benefits for personnel in the School Plant Maintenance Department (building repairs, heating and air conditioning, plumbing, electrical, glass, roof, door locks and hardware, ground maintenance, etc.)*

320	Dues and Memberships		-	-	4,970
335	Maintenance/Repair-Buildings		950,000	900,000	838,561
355	Travel - Local Mileage		25,000	25,000	9,765
399	Other Contracted Services		10,000	10,000	9,536
435	Office Supplies		1,000	1,000	1,129
524	In-Service/Staff Development		10,000	10,000	4,977
<b>Services Subtotal:</b>			996,000	946,000	868,938
<b>MAINTENANCE OF PLANT TOTAL:</b>			1,731,320	1,642,599	1,527,548

*Includes costs for materials and supplies to repair and maintain facilities and equipment necessary to perform such functions.*

# TRANSPORTATION

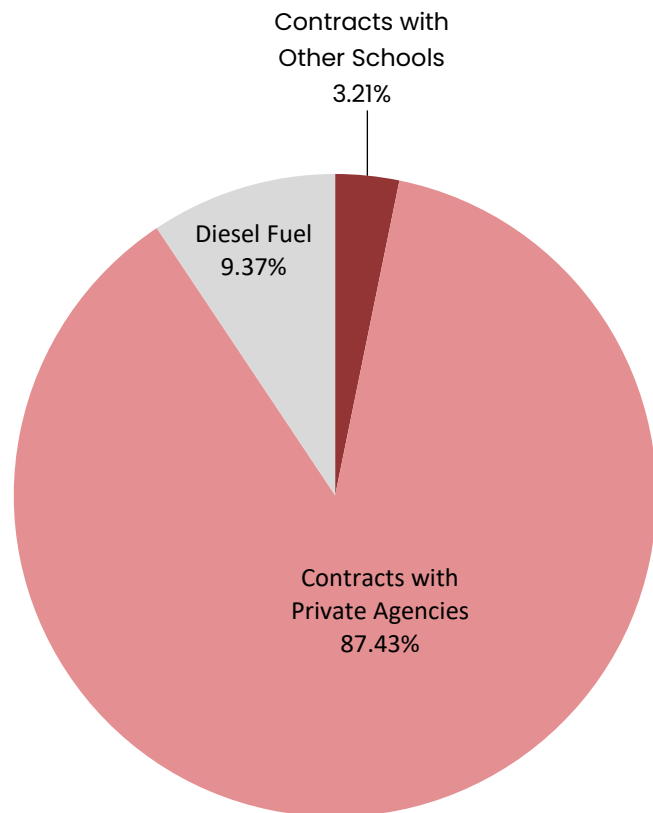
## Department of Operations

**Josh Cathey**

Deputy Superintendent



**\$2,402,000**



## Overview

Included in this budget are all costs associated with transportation, including our transportation contract with Durham, diesel fuel, software, and personnel.

## TRANSPORTATION (72710)

<u>Acct</u>	<u>Description</u>	<u>FY 2025 Budget</u>	<u>FY 2024 Budget</u>	<u>FY 2023 Actual</u>
311	Contracts with Other Schools	77,000	74,856	79,440
312	Contracts with Private Agencies	2,100,000	2,000,000	1,439,390
412	Diesel Fuel	<u>225,000</u>	<u>225,000</u>	<u>187,044</u>
	<b>Services Subtotal:</b>	<u>2,402,000</u>	<u>2,299,856</u>	<u>1,705,874</u>
	<b>TRANSPORTATION TOTAL:</b>	<u>2,402,000</u>	<u>2,299,856</u>	<u>1,705,874</u>

*Includes bus transportation support costs for contracted transportation services, shared overhead services, and fuel costs.*

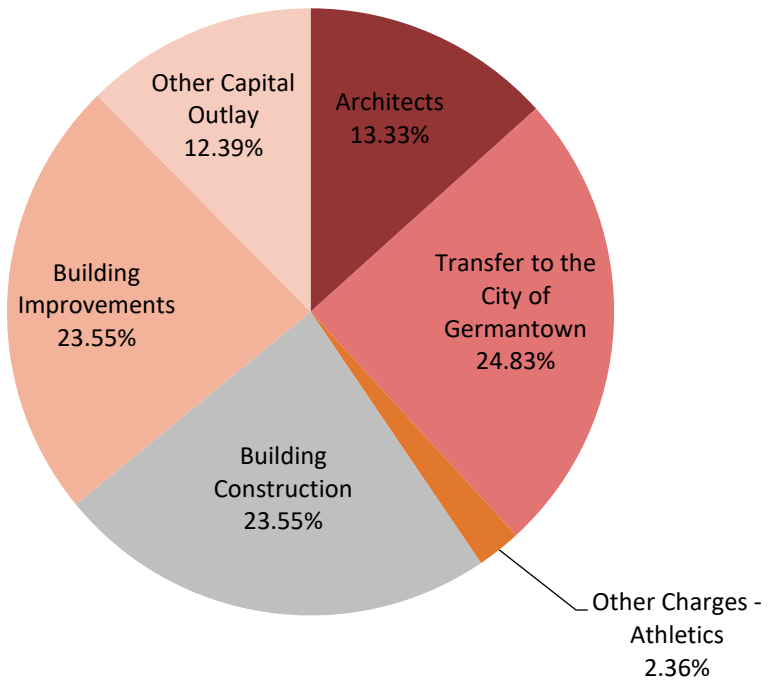


# REGULAR CAPITAL OUTLAY

Department of Operations

**Josh Cathey**

Deputy Superintendent



**\$2,123,130**

## Overview

Included in this budget are architect and engineering fees, payments to the City of Germantown totaling \$527,130 for bond debt for the Riverdale Addition (year 9 of 30) and District Office (year 6 of 12), \$180,000 for modular lease payments for modular classrooms at Farmington and Dogwood, and all other operating dollars to address capital improvement projects large and small throughout the District.

## REGULAR CAPITAL OUTLAY (76100)

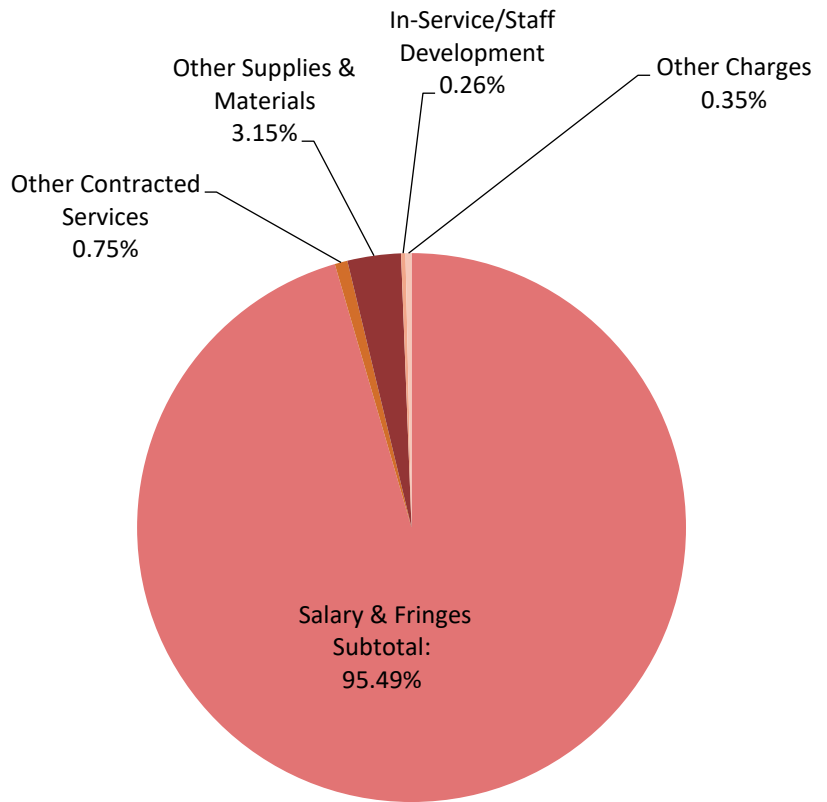
<b>Acct</b>	<b>Description</b>	<b>FY 2025 Budget</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Actual</b>
304	Architects	283,000	300,000	258,558
590	Transfer to the City of Germantown	527,130	527,676	528,195
599	Other Charges - Athletics	50,000	50,000	-
706	Building Construction	500,000	500,000	5,787,975
707	Building Improvements	500,000	500,000	436,062
799	Other Capital Outlay	263,000	263,000	719,164
<b>REGULAR CAPITAL OUTLAY TOTAL:</b>		<b>2,123,130</b>	<b>2,140,676</b>	<b>7,729,954</b>

*Includes costs for projects of a long-term nature to maintain or improve school facilities, as well as the architect, consultant, and engineering costs associated with larger projects and projects where code enforcement requires professional architecture or engineering plans.*

# OFFICE OF THE PRINCIPAL Operations

**Josh Cathey**

Deputy Superintendent



**\$4,666,845**

## Overview

Germantown Municipal Schools recognizes that the achievement of the district's strategic plan can only be accomplished through school leadership who shape school-level culture that supports GMSSD's visions and missions.

The majority of this budget encompasses the salaries of principals, assistant principals, and office staff at each school campus.

There are some monies allocated for professional development training sessions and for travel expenses.

## OFFICE OF PRINCIPAL (72410)

Acct	Description	FY 2025	FY 2025	FY 2024	FY 2023
		PERS	Budget	Budget	Actual
104	Principals & Vice Principals	8.0	999,402	966,786	932,778
117	Career Ladder		11,000	11,000	8,000
139	Assistant Principals	16.0	1,586,661	1,531,358	1,438,382
161	School Secretaries	7.5	369,775	310,334	340,237
162	Clerical Personnel	16.0	590,528	565,209	503,171
189	Other Salaries- Lunch Room Monitors	4.0	37,662	36,103	28,211
201	Social Security		222,892	212,089	189,112
204/217	State Retirement		269,172	255,200	279,017
206	Life Insurance		11,875	11,875	4,720
207	Medical Insurance		305,250	305,250	255,335
212	Medicare		52,128	49,601	44,242
<b>Salary &amp; Fringes Subtotal:</b>		51.5	4,456,345	4,254,805	4,023,205

*Includes salaries and benefits for school principals, school administration, school clerical and school lunchroom monitors.*

399	Other Contracted Services		35,000	35,000	30,000
499	Other Supplies & Materials		147,000	147,000	147,000
524	In-Service/Staff Development		12,000	12,000	9,515
599	Other Charges		16,500	14,500	14,975
<b>Services Subtotal:</b>			210,500	208,500	201,490
<b>OFFICE OF PRINCIPAL TOTAL:</b>			4,666,845	4,463,305	4,224,695

*Includes costs associated with operation of schools including TISA funds allocated to individual school operations.*

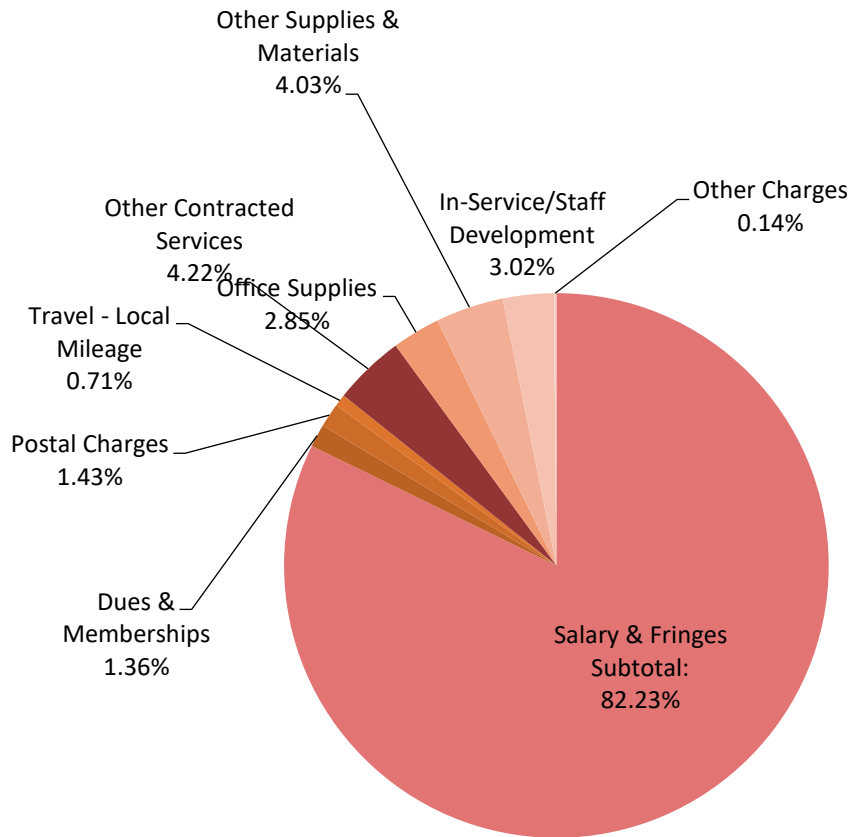


# SUPERINTENDENT

## Office of the Superintendent

**Jason Manuel**

Superintendent



**\$701,049**

## Overview

This budget includes salaries for the Superintendent, communications coordinator and interns, executive secretary, and front desk receptionist.

## OFFICE OF SUPERINTENDENT (72320)

<u>Acct</u>	<u>Description</u>	<u>FY 2025</u> <u>PERS</u>	<u>FY 2025</u> <u>Budget</u>	<u>FY 2024</u> <u>Budget</u>	<u>FY 2023</u> <u>Actual</u>
101	County Official/Administrative Officer	1.0	202,850	192,027	186,044
103	Deputy	0.2	14,624	13,922	15,003
117	Career Ladder		1,000	1,000	2,000
161	Secretaries	2.5	120,022	153,424	115,824
189	Other Salaries & Wages	1.2	126,388	121,141	103,469
201	Social Security		28,823	29,854	22,987
204/217	State Retirement		33,591	35,587	37,563
206	Life Insurance		1,760	1,960	682
207	Medical Insurance		33,500	33,500	33,071
212	Medicare		6,741	6,982	5,879
299	Other Fringe Benefits		7,200	7,200	7,200
	<b>Salary &amp; Fringes Subtotal:</b>	<b>4.9</b>	<b>576,499</b>	<b>596,597</b>	<b>529,722</b>

*Includes salaries and benefits for the Superintendent, a secretary, and a receptionist.*

320	Dues & Memberships		9,500	9,500	3,094
348	Postal Charges		10,000	10,000	8,795
355	Travel - Local Mileage		5,000	5,000	-
399	Other Contracted Services		29,600	29,600	25,789
435	Office Supplies		20,000	20,000	18,608
499	Other Supplies & Materials		28,250	28,250	48,755
524	In-Service/Staff Development		21,200	21,200	14,333
599	Other Charges		1,000	1,000	70
	<b>Services Subtotal:</b>		<b>124,550</b>	<b>124,550</b>	<b>119,444</b>
	<b>OFFICE OF SUPERINTENDENT TOTAL:</b>		<b>701,049</b>	<b>721,147</b>	<b>649,166</b>

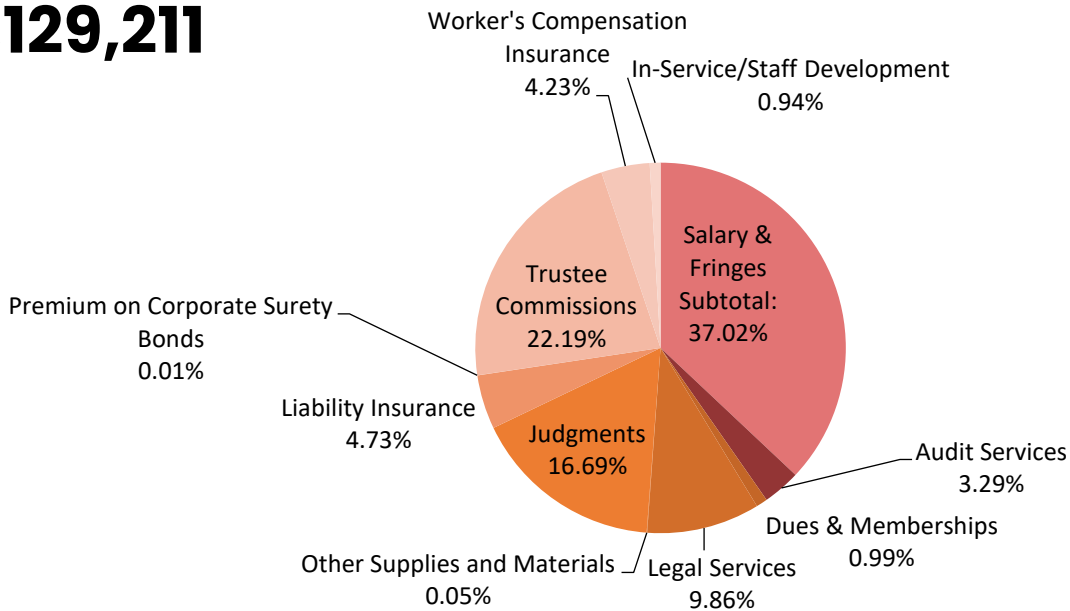
*Includes costs associated with the Office of the Superintendent.*



# SCHOOL BOARD

## Board of Education Services

**\$2,129,211**



## Overview

This budget includes salaries for school board members, travel, workers' compensation insurance, liability insurance, legal services, and audit services. This budget includes an annual settlement (judgment) payment of \$355,453 to SCS agreed upon during the creation of GMSD.

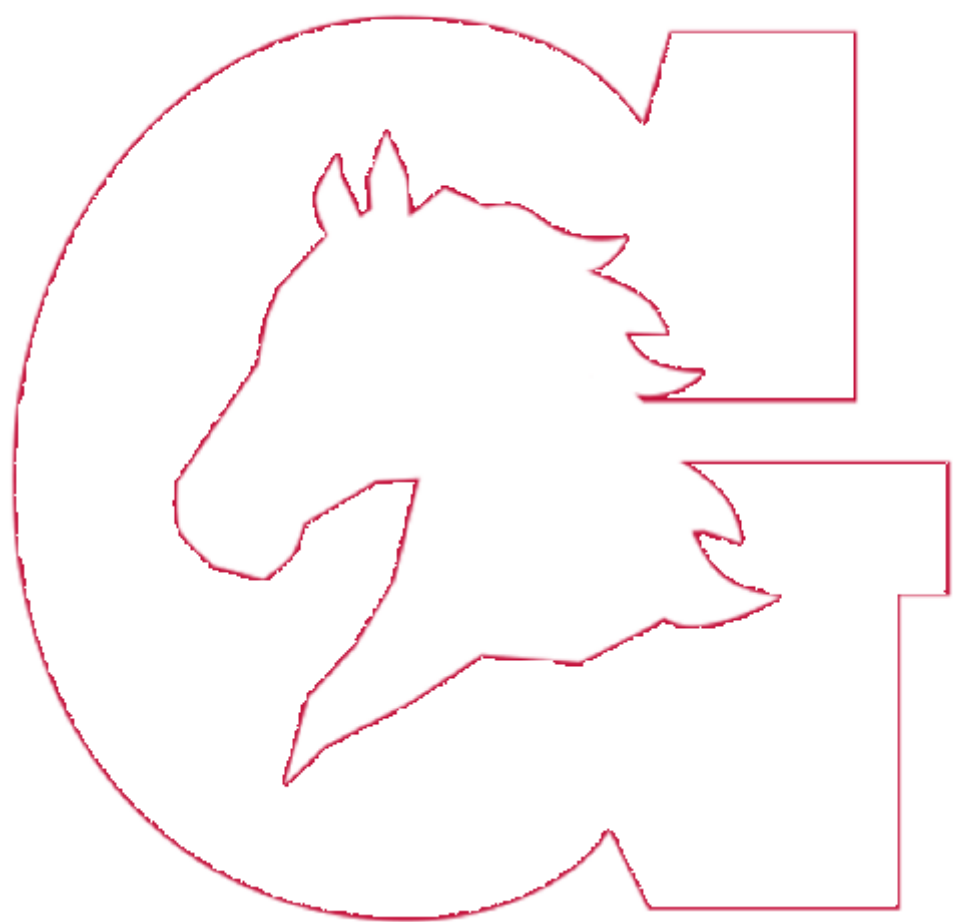
The School Board has made a commitment to fully fund retiree health benefits (OPEB) since FY15. The total amount of the district's OPEB trust account is \$5.3 million.

# BOARD OF EDUCATION SERVICES (72310)

<b>Acct</b>	<b>Description</b>	<b>FY 2025 PERS</b>	<b>FY 2025 Budget</b>	<b>FY 2024 Budget</b>	<b>FY 2023 Actual</b>
189	Other Salaries & Wages	5.0	21,500	21,500	21,500
201	Social Security		1,333	1,333	1,333
206	Life Insurance - Retirees		47,000	47,000	30,726
207	Health Insurance - Retirees		708,000	708,000	629,553
210	Unemployment Compensation		10,000	10,000	-
212	Medicare		312	312	312
<b>Salary &amp; Fringes Subtotal:</b>		5.0	788,145	788,145	683,424
<i>Includes salaries and benefits for members of the Board of Education. Includes employee benefits related to OPEB contributions.</i>					
305	Audit Services		70,000	65,000	62,200
320	Dues & Memberships		21,000	21,000	17,484
331	Legal Services		210,000	210,000	172,130
399	Other Contracted Services		-	-	89,110
499	Other Supplies and Materials		1,000	1,000	400
505	Judgments		355,453	355,453	357,420
506	Liability Insurance		100,748	100,748	90,567
508	Premium on Corporate Surety Bonds		300	300	300
510	Trustee Commissions		472,565	472,886	445,407
513	Worker's Compensation Insurance		90,000	90,000	67,880
524	In-Service/Staff Development		20,000	20,000	10,539
<b>Services Subtotal:</b>			1,341,066	1,336,387	1,313,437
<b>BOARD OF EDUCATION SERVICES TOTAL:</b>			2,129,211	2,124,532	1,996,861

*Includes costs related to operation of the Board of Education, including audit services, legal services and Shelby County Trustee commissions on property and sales tax collections.*





Dedicated to People Flow™



Proposal for

# Houston High School FRB ALT

GERMANTOWN MUNICIPAL SCHOOL  
Attention: John Truong

KONE People Flow Solution Proposal  
3/5/24



**GERMANTOWN MUNICIPAL SCHOOL**

Attention: John Truong  
 3350 S FOREST HILL IRENE RD  
 GERMANTOWN, TN 38138



KONE People Flow Solutions Proposal  
 Houston High School FRB ALT  
 3/5/2024  
 T-0006942340

Prepared by: Beth Taylor, Sr. Sales Executive  
 469-446-0868  
 beth.taylor@kone.com

**1. Proposal**

**Pricing summary**

The KONE solution includes design, manufacturing, supply and installation of the following:

Equipment name	Solution	Capacity/Speed	Landings/Entrances	 Elevator	Price
 MKOF FRB MonoSpace 500 22.2-1	1 x KONE MonoSpace 500 DX	2000 lbs / 150 fpm	Landings: 2 Entrances: 2 front / 0 rear		\$ 269,600.00
<b>Total Sales Price, net including TAX</b>					<b>\$ 269,600.00</b>

**Validity of proposal**

Pricing is based on the contents specified in this Proposal and the appendices and Bid Attachments, which are incorporated into this Proposal (the "Proposal"). Contract terms shall be in accordance with Bid Attachment "A" / KONE Inc. General Terms and Conditions and Bid Attachment "B" / Site Safety Requirements/ Work by Others, which are incorporated by reference. The pricing included in this Proposal is submitted with the understanding that all documents referenced and incorporated will be signed without modification. In the event of conflicts or inconsistencies between this Proposal and any other contract document (including any contract drawing or specification), this Proposal and all its terms and proposed technical specifications shall supersede and prevail, and the recipient of this Proposal shall be deemed on notice of all such conflicts or inconsistencies, the exact terms and specifications proposed by KONE in this Proposal, and any qualifications or clarifications made. This Proposal is valid for 30 days.



## 2. Your Solution

### Elevator Technical Specification

MKOF FRB MonoSpace 500 22.2-1

#### Base solution

KONE Solution	KONE MonoSpace 500 DX
Machinery location	Guiderail-mounted in overhead of hoistway
Capacity (lb)	2000
Speed (fpm)	150
Travel height (ft)	16 ft 0 in
Stops	2
Front entrances	2
Rear entrances	0
Control system	Full collective Simplex
IBC seismic design Category	B
Value (IP) (SDS)	0
Regulations	ASME A17.1-2016
KONE Environmental Product Declarations	<a href="https://www.kone.com/en/products-and-services/green-building/lifecycle-impact-assessments/">https://www.kone.com/en/products-and-services/green-building/lifecycle-impact-assessments/</a>

#### Shaft construction

Shaft size (W x D) (ft)	7 ft 5 in x 5 ft 9 in
Pit depth (ft)	4 ft 0 in
Clear Height under Ceiling (ft)	12 ft 11 in

#### Mechanical components & machinery

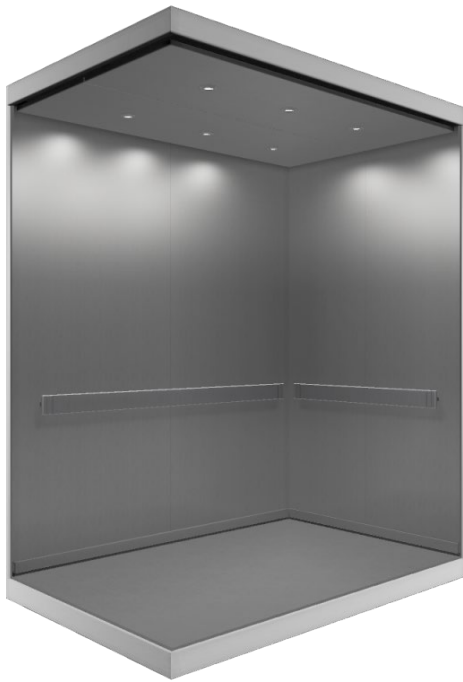
Power supply, machinery (V / Hz)	480 / 60
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#### Car and doors

Car size (WxDxH) (in)	5 ft 6.142 in wide x 4 ft 4.362 in deep x 7 ft 6 in high
Door opening dimensions (WxH) (ft)	3 ft 0 in x 7 ft 0 in
Controller location	2nd floor



## Design Group 1 - MKOF FRB MonoSpace 500 22.2-1



Rear and Side walls



Front and Side walls



Do you want to see the  
design in 3D view?  
Click below

→ KONE CAR DESIGNER



<https://cardesigner.kone.us/#/doc/00bcc63-8d9e-41a8-821d-1a954a2a104b>

## Materials and design

Please note that all images are for illustration purposes only. Some differences to actual product delivered may exist including number of wall panels, orientation of design, etc. Final approved layout drawings will reflect the actual cab design.

### Elevator MKOF FRB MonoSpace 500 22.2-1

Car walls	#4 Brushed Stainless Steel
Front wall	#4 Brushed Stainless Steel, pan type door
Ceiling	Round, LED spotlights (CL88) #4 Brushed Stainless Steel
Flooring by others	Maximum floor thickness: 0.5 in Maximum floor weight: 5 lb/ft <sup>2</sup>
Handrail	Flat, straight ends (HR63) #4 Brushed Stainless Steel Handrail on side and rear walls
Skirting	#4 Brushed Stainless Steel
Car Fan	Fan Required



Door type	Single-speed, left-hand, side-opening
Entrance equipment	The existing hoistway entrances and hoistway door panels shall be retained and reused in place.
Door material	#4 Brushed Stainless Steel
Sill material	Aluminum
Number of car operating panels (COP)	1
COP details	Dot matrix Flush #4 Brushed Stainless Steel Vertical (VER) Media screen all in 1 (CM3)
Jamb mounted destination indicator	Car Lantern (jamb-mounted) included
Signalization Series	KSS570 series signalization

**Additional Options**

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24/7 Emergency Communications	Yes
Hall/Lobby panel included	No
Locking of car calls switch type	Key Switch Maintained

**Hazard Avoidance**

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Emergency power drive	Emergency power drive included (generator by others)
Operation of car ventilation	KONE Standard Fan
Regenerative drive	Yes

<b>Landing</b>	<b>Floor Marking</b>	<b>Landing Sill Material</b>	<b>Finish</b>	<b>Entrance Frame type</b>	<b>Hall Lantern / Position Indicator</b>
2 Front	2	Retained	Retained		None
1 Front	*1	Retained	Retained		None



### 3. Project-Specific Clarifications

This proposal includes provisions for KONE 24/7 Emergency Video Communications, which fully meets the intent of IBC 2018 and ASME A17.1 2019 code. In addition to the two-way audio communication, it allows for text-based two-way communication between the elevator cab and the KONE Customer Care Center as well as means to visually verify if the cab is occupied when an emergency call is placed. This solution is turn-key and code compliant, and includes the following:

- Hardware that enables audio and text-based two-way communication and video into the elevator cab, including touchscreen mounted in the car operating panel, camera, and all related wiring
- Wireless communication to KONE Customer Care Center is provided by KONE. No additional data and voice network or phone line is required to be provided by others
- 4-hour battery backup of both of in-car communication devices, wireless data, and voice network
- 24 hour-a-day, 7-day-a-week monitoring of elevator by KONE Customer Care Center

A valid service contract with KONE, including KONE 24/7 Emergency Video Communications and KONE 24/7 Connected Services, must be active. These services are included in the proposal for the duration of the warranty maintenance period. The KONE 24/7 Emergency Video Communications contract addendum and General Terms and Conditions for KONE Digital Services, , which define the fees for the audio, video, and data connections, must be signed by the Building Owner. The payment obligation, among other provisions, survives termination of any maintenance agreement. Sufficient AT&T or Verizon cellular in the United States, or Rogers Roaming in Canada, connectivity in the control space and a dedicated 110V disconnect are required to be provided by others to enable KONE 24/7 Emergency Video Communications.

#### Building Related Work Included

- Furnish and install pit ladder extensions to meet code.
- Furnish and install necessary electrical and fire alarm modifications in the pit, shaft, and machine room to meet code.
- Furnish and install mini split HVAC system in the machine room to meet code.
- Fire rate all penetrations and holes in the shaft and machine room.
- Furnish and install finished flooring.

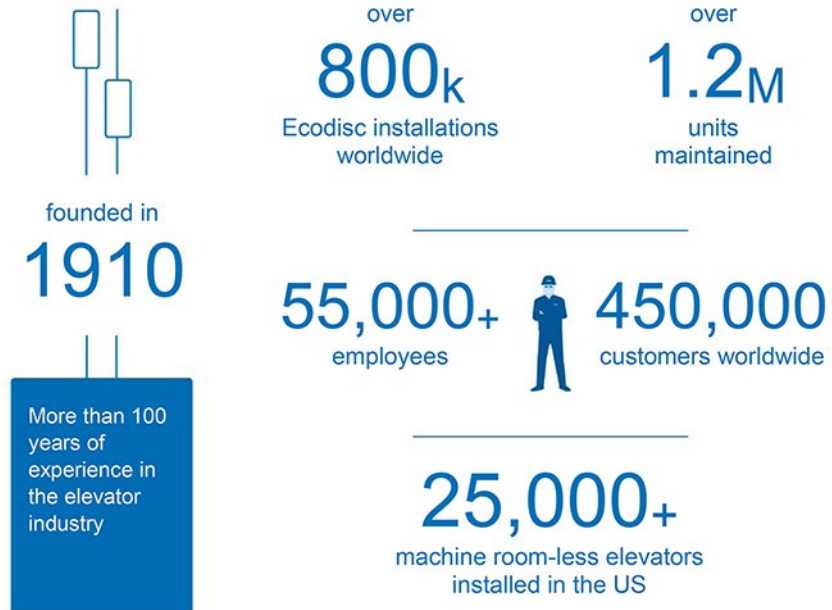


## 4. Why KONE?

### KONE in brief

KONE is a global leader in the elevator and escalator industry. Our versatile product portfolio features a wide range of innovative products including elevators, escalators, and autowalks.

You are supported by our broad district and branch network across North America.



### Product offer

#### KONE MonoSpace DX®

A flexible machine room-less traction elevator solution for low to mid-rise buildings.

- Excellent eco-efficiency – hoisting technology, lighting, and standby solutions for energy efficient operation.
- Superb ride comfort – smooth and quiet operation in compliance with our strict ride-comfort standards.
- Versatile design - a broad set of attractive materials and accessories to create the perfect interior for your elevator.



### KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind

KONE elevators can be equipped with KONE 24/7 Connected Services. This solution allows our teams to predict issues and act before a shutdown occurs. For our customer and building tenants, it means improved reporting and communication on maintenance work with full transparency and ease of mind.



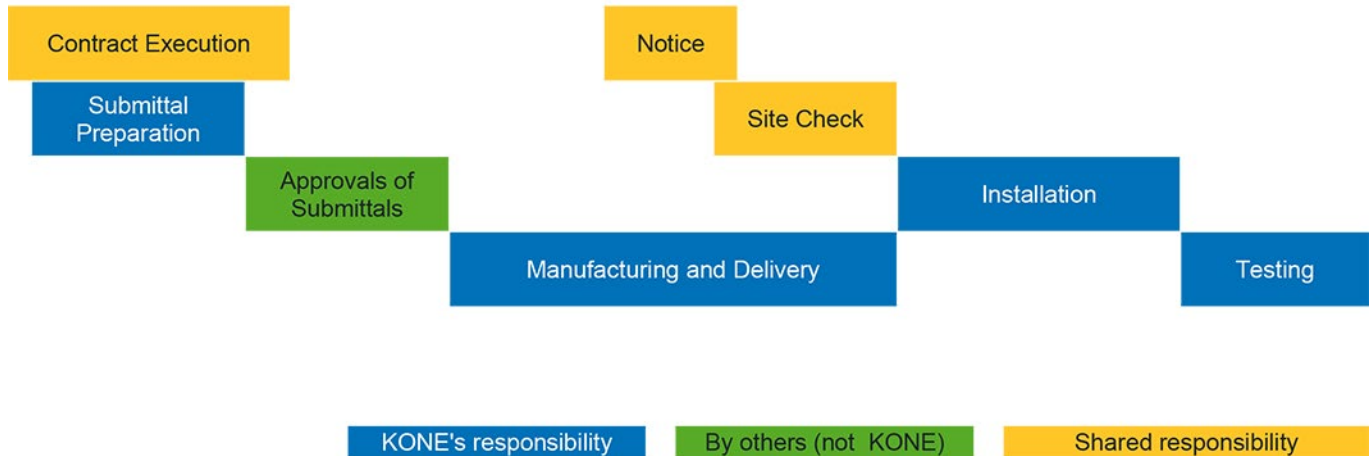
Read more at  
[kone.us/connected](https://kone.us/connected)



## 5. Ensuring Project Success

### Project Schedule Overview

This Proposal is conditioned upon KONE's standard installation methodology and all work performed during normal business hours, excluding IUEC (International Union of Elevator Constructors) holidays. The following schedule is proposed:



Preparation of Submittals	2 weeks	From receipt of contract and first payment.
Contract Review	6 weeks	From receipt of full contract package. All referenced documents required.
Approval of Submittals	TBD	Mutually agreeable time to incorporate changes to the layout and approve the submittals. Approval of Submittals means notification in writing, by the Customer or Customer's Agent, that all submittals are approved, and manufacturing may commence. All finishes and features are to be confirmed at the time of submittal approval.
Manufacturing and Delivery	14-16 weeks	From receipt of submittal approval and an executed contract. KONE's policy is to release equipment to Manufacturing after the contract is fully executed by both parties. Note: KONE's factory has two-week shutdown over the months of July and December. Any manufacturing duration that falls during these months shall add two weeks to the manufacturing time. Delivery times may be extended due to delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, availability of personnel, logistics providers, and supply chains.
Notice to commence on site and site check	2 weeks	Prior to starting the installation, KONE requires a two-week notice to inspect the site to ensure it fulfills the requirements set by KONE for commencing installation. Site Check will be performed in the two weeks before installation begins.
Installation	6-7 weeks	Only after the site has passed the Site Check inspection, the installation can start. Duration is per unit. If multiple units need to be installed at the same time, a Foreman will be required at additional cost - based on availability.
Testing and Commissioning	1-2 weeks	Clean 3-phase power, active phone line to the controller, and all life safety provided by others is required prior to testing / commissioning.



## Site Preparation

KONE requires the following conditions fulfilled two weeks prior to commencement on site. Please see Bid Attachment “B” / Site Safety Requirements / Work by Others for more detailed site requirements. These conditions will be verified during the site readiness visit.

- 1 Adequate access for delivery of elevator material + clean/dry 21' x 56' storage space per elevator.
- 2 The hoistway, pit, and machine room must be clean, dry, and constructed per the approved KONE final layout drawings. Any required support for guide rail brackets, divider beams and divider screens from pit floor to the top of the hoistway will be provided by others. Note: bracket support points may be required between floors. The hoistway must be plumb according to tolerances listed on KONE Final approved layout drawings.
- 3 Removable, OSHA approved barricades must be provided around all hoistway openings. Provide and install full entrance protection, made of nylon mesh or reinforced plastic at all hoistway openings per OSHA 1346 1926.502(j). Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
- 4 Permanent or temporary three-phase and single-phase power of permanent characteristics with disconnect switches.
- 5 A hoist beam and safety beam (furnished by KONE) must be cut to size and installed in the elevator overhead per the approved KONE final layout drawings (hoistbeam capable of supporting the load requirement noted in our shop drawings).
- 6 Applicable work areas must have adequate lighting.
- 7 Finished floor marks must be visible from the hoistway openings at all landings.

## Warranty / maintenance

Our Proposal includes 0 months of The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary. This Proposal is conditioned upon KONE receiving a ten (10) year KONE Extended Warranty maintenance contract from ownership prior to the date of acceptance set forth in the Uniform Final Acceptance Form.

## Price Adjustment

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs between the time the Contract is signed and the date of manufacture for materials, labor, or shipping, as well as increased costs resulting from any change in law or tariffs.

## Payment terms

Proposal price is valid with the following payment terms (Payment due date is 30 days net, from the date of KONE's electronic invoices):

30%	Engineering & Site Management
50%	Material
20%	Installation



KONE reserves the right to delay and/or suspend the work, including manufacturing, delivery, installation and/or final turnover of the equipment for non-payment. Prior to equipment turnover, KONE must be paid in full including all change orders, less retention. Additionally, prior to turnover KONE requires a signed Final Acceptance and receipt of a Final Punchlist from all parties. Should you have a requirement other than that shown above; we will be pleased to discuss it with you.

## Sourcing

This Proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority/disadvantaged supplier requirements or similar state procurement laws. Should such requirements be applicable to this project, KONE reserves the right to modify and/or withdraw our Proposal.

## Confidentiality

Any pictures or images included in this Proposal are for information purposes only. This proposal and all attachments are intended for the exclusive use of the addressee-recipient. This proposal and attachments are proprietary, confidential, and protected by copyright laws of the United States of America and international treaties. Reproducing, copying, disclosing, adapting, publishing, or distributing this proposal or the attachments, in whole or part, is prohibited. Copyright © 2020 KONE Inc. All rights reserved.

## Completion

**The price is based on KONE completing its work by December 31, 2024**, and a material manufacturing start, no later than six months from the date of this Proposal. The standard wage rate is assumed. If KONE's on-site work is not completed in the above calendar year (due to delays by others), you will be responsible for the labor rate increase that occurs on January 1st of each following year.

## Storage/delivery/remobilization

This Proposal is based on the site being handed over to KONE in accordance with KONE Site Safety Requirements, per Bid Attachment "B," on the agreed dates. Any changes to such dates are considered a change to the schedule and KONE shall be entitled to an extension of time and to recover all costs related to such changes and an extension of time. If the Site Requirements are not complete, KONE will not deliver the unit equipment to the job site. If KONE is unable to unload at the jobsite on the scheduled date and commence installation immediately, additional costs for off-site storage (\$3,000 / month per unit) and labor for double handling of the materials (\$4,000) shall be paid to KONE via a Change Order. Should KONE be required to demobilize, through no fault of its own, due to any suspension or work stoppage, and after material is delivered to the jobsite a charge of \$4,000 per crew shall be paid to KONE via a Change Order for each remobilization. Customer shall also store and protect the materials and equipment onsite or at a storage facility reasonably acceptable to KONE at Customer's sole risk and cost. If KONE is not able to commence installation on the agreed upon material delivery date or if KONE's work cannot be performed in an uninterrupted manner, labor may be reallocated to other projects and may not be available to reallocate to this project for several weeks. KONE is not responsible for any delay to the project resulting from labor reallocation because of Site Requirements not being complete by the material delivery date.

## Operator time

**No operator time is included in this proposal.** If the General Contractor or another subcontractor requires access to the shaft or the use of the elevator platform for any reason prior to Final Acceptance, KONE will provide an operator per the standard hourly rate of \$250/hour for straight time or \$500/hour for overtime. Availability of an operator will be determined at the time of the request. KONE's installation schedule shall be extended by the time needed by other trades for access to the shaft.

## Temporary construction time use

This proposal does not include provisions for temporary use of the elevator(s). Should temporary use be required, a monthly fee (\$3,500), costs of temporary inspections / re-inspections (\$2,500), and a hoistway screening cost (if applicable) will apply per elevator. Any additional cost for screening the hoistway (if applicable) and readjusting / refurbishment will be paid by customer. The General Contractor will provide:

- Protection of the elevator(s)
- Temporary car enclosure
- Protection of hoistway openings
- Operator



- Electrical service
- Two-way voice communication boxes at each landing

The KONE Temporary Acceptance Form shall be executed before any elevator is placed into temporary service. Please note that KONE requires two weeks minimum to refurbish the elevator(s) to a “like new” state prior to final turnover.

## Hoistway cleaning

KONE is unable to estimate the cleanliness of an elevator hoistway on a construction site, as the amount of debris/dust is dependent on work completed by other trades within the building. As such, KONE has not included any costs for clean down of the elevator shaft but can provide a price if conditions warrant.

## Other trade work

No additional time or costs (outside of the equipment installation and inspection time) have been included in this proposal for coordination with the life safety system, security system, or any other trades. KONE shall be entitled to an extension of time and / or additional costs incurred by additional time expended for coordination with other trades.

## Phone

This proposal includes one standard, hands-free ADA compliant speakerphone per cab. It will automatically dial to a determined location. A KONE Care – Emergency Phone Monitoring or Wireless Phone service agreement must be completed, (either accepting or denying KONE’s monitoring service) two weeks prior to final inspection.

## Inspections

This Proposal includes one final inspection by the elevator code authority, per elevator, during normal working hours. Prior to scheduling the elevator final inspection with the Authority Having Jurisdiction (AHJ), building life safety including fire alarm and dedicated phone lines for each elevator must be fully operational. If the final inspection fails due to KONE’s sole responsibility, KONE shall pay for the cost of re-inspection(s). Should re-inspection be required due to deficiencies by others, you will be responsible for the cost of re-inspection(s). All other testing will be provided for additional cost at normal KONE billing rates. During the final testing, a representative of the fire-life-safety contractors will be required (at no cost to KONE) while testing the elevators. No overtime has been included in this Proposal.

## Changes to the work

KONE shall not be required to proceed with any Customer requested change to its Work (“Extra Work”) until such Extra Work is evidenced in a mutually acceptable Change Order and signed by both parties. This includes, but is not limited to, any changes or revisions, accelerations, resequencing, suspension of KONE’s schedule of Work or other delays outside of KONE’s control. However, should KONE agree to proceed with Extra Work pursuant to a Construction Change Directive or Field Order without a fully executed Change Order, such agreement by KONE is conditioned on the Extra Work being converted promptly to a fully executed Change Order. KONE shall not be obligated to continue performance of Extra Work if the estimated value of unexecuted Change Orders exceeds 10% of the Agreement Price, or if there is a reasonable safety concern, a product limitation, or it is unreasonable to proceed. No action by KONE, including but not limited to KONE performing Extra Work without an executed Change Order, shall be construed to be a waiver of Subcontractor’s right to seek payment for the Extra Work performed, or to obtain a Change Order at a later date. Customer shall remain directly liable to KONE for payment for changed or Extra Work ordered by the Customer for delays caused by Customer or others subordinated to Customer.



## 6. Proposal Acceptance

We have read in full and accept the content of this Proposal and all attachments.

Project Name: Houston High School FRB ALT

Proposal No: T-0006942340

Site Address: Germantown, TN

Total Sales Price: \$269,600.00

**Customer**

---

GERMANTOWN MUNICIPAL SCHOOL

Date

---

Signature

---

Printed name

## **Bid Attachment “A” / KONE Inc. General Terms and Conditions (New Equipment)**

### **1. APPLICATION OF THESE TERMS**

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the “Proposal”).

### **2. SPECIAL PURCHASING REQUIREMENTS**

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

### **3. PROPOSAL CONDITIONS**

The Proposal shall be open for acceptance within 30 days from the date of the Bid Letter unless stated otherwise. Prior to commencing manufacturing, KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

### **4. PAYMENT TERMS**

Payment of the total Price is due within 30 days from invoice date, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance, which is incorporated by reference herein, or Equipment turnover, whichever occurs first.

If certified payroll reporting is required, KONE will submit reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added at a rate of 0.3% of the Price.

### **5. INSTALLATION**

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements (“Site Requirements”), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE’s materials, KONE shall verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation. If there are any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material. KONE shall not

participate in a composite clean-up crew or any costs thereto. KONE shall not attend jobsite meetings until mobilized onsite.

KONE’s work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE’s standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE’s control, Customer shall store the Equipment at Customer’s cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization.

KONE shall not be required to perform overtime or any Customer directed change to its work (“Extra Work”) without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE’s right to seek payment for Extra Work performed. KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance. Should damage occur to KONE property, material or work-in-place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages. KONE shall abide by Customer’s safety policies and procedures to the extent such policies and procedures are not in conflict with KONE’s Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades prior to Equipment turnover.

### **6. TEMPORARY USE**

Temporary use of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE’s Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in “like new” condition.

### **7. HAZARDOUS MATERIALS**

KONE’s work shall not include any abatement or disturbance of asbestos containing material (“ACM”), presumed asbestos containing materials (“PACM”), or other hazardous materials (i.e. lead, PCBs) (collectively “HazMat”). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Customer’s sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE’s Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

### **8. TITLE AND RISK TO EQUIPMENT**

Title to and ownership of all Equipment intended for incorporation in KONE’s work, whether installed or stored on or off site, shall remain with KONE until final payment is made. Risk of loss in KONE’s work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE’s expense.

### **9. TURNOVER**

Prior to turnover, KONE must receive a final punchlist. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manual on a flash drive. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

## **Bid Attachment “A” / KONE Inc. General Terms and Conditions (New Equipment)**

### **10. DELAY**

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

### **11. LIMITED WARRANTY**

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor. KONE DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

### **12. INDEMNIFICATION**

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use (“Claims”) due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

### **13. INTELLECTUAL PROPERTY**

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent.

### **14. INSURANCE**

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

### **15. LIMITATION OF LIABILITY**

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

### **16. CONCEALED OR UNKNOWN CONDITIONS**

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

### **17. BACKCHARGES**

KONE shall not be responsible for backcharges unless Customer provides at least 2 business days' written notice prior to incurring such charges, supporting documentation and such charges directly arise out of KONE's failure to perform under the Proposal.

### **18. TERMINATION**

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

### **19. GOVERNING LAW AND DISPUTE RESOLUTION**

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

### **20. PRICE ADJUSTMENT**

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs between the time the Contract is signed and the date of manufacture for materials, labor, or shipping, as well as increased costs resulting from any change in law or tariffs.

### **21. 24/7 EMERGENCY VIDEO COMMUNICATIONS**

Applicable only for projects where KONE 24/7 Emergency Video Communications is included: The KONE 24/7 Emergency Video Communications contract addendum and General Terms and Conditions for KONE Digital Services must be signed by the Building Owner. This contract addendum requires the Building Owner to pay a fee for audio, video, and data connectivity. This payment obligation, among other provisions, survives termination of any maintenance agreement.

### **22. MISCELLANEOUS**

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.

**Site Safety Requirements / Work by Others**  
**KONE MonoSpace 500 Bid Attachment "B"**

**Purchaser to provide the following in accordance with code requirements. NOTE: All site preparation required to be in place prior to KONE's start must be ready two (2) weeks prior to the start of installation.**

**General**

1. Provide sufficient on-site refuse containers for the disposal of the elevator packing material. Should sufficient containers not be provided, the removal of the elevator packing material shall become the responsibility of others.
2. Provide forklift for KONE's exclusive use during the unloading of the elevator at time of delivery.
3. Provide any cutouts to accommodate the elevator equipment (see notes below).
4. Provide and install finished elevator cab flooring prior to balancing cabs (coordinate with KONE). Cab flooring/weight allowance shall be in accordance with KONE's approved layouts. Owner must provide certification (to the elevator inspector at time of inspection) that flooring meets flame spread and smoke density requirements. (ASME A17.1/CSA B44 sec 2.14.2.1).
5. Provide permanent elevator lobby lighting, ceiling and flooring prior to inspection date.
6. Owner must provide certification (to the elevator inspector at time of inspection) that owner-supplied elevator interior finishes meet flame spread and smoke density requirements (ASME A17.1/CSA B44 sec. 2.14.2.1). In the case of using glass, transparent or translucent plastic panels for car interiors, they shall meet the requirements of ASME A17.1/CSA B44 sec. 2.14.1.8, ANSI Z97.1/ CGSB 12.1 in Canada.
7. Provide cutting/ coring of all openings and penetrations required to install hall push buttons, signal fixtures, wiring duct and piping, and sleeves. Sleeves will be required in the hoistway wall for EACH elevator.
8. Provide any repairs such as grouting, patching and painting made necessary by such cutting/ coring. Provide fire caulking around all fixtures and as needed to satisfy NFPA 70 article 300.21, or any applicable local code.
9. Please note that none of the elevator components are weather-proof and that the elevator entrances do not seal the hoistway from inclement weather. The entire elevator, hoistway, and controls must remain protected from inclement weather prior to and throughout the installation.
10. Communications Means for Emergency Personnel: Required for units with travel greater or equal to 60 ft (18 m), or if located in a seismic zone and the code year is 2016 or later (regardless the travel): For code year 2019 and later, customer will provide a dedicated Windows-based PC or laptop with Chrome browser and 24-hour/day Internet access. This computer must be accessible by emergency personnel to communicate through voice and text with people in the elevator and to have a video display of the cab interior. When provided, the communication means for emergency personnel shall be located as follows:

- a. In jurisdictions not enforcing National Building Code of Canada (NBCC), the Fire Command Center (FCC).
- b. In jurisdictions enforcing the NBCC, the Central Alarm and Control Facility (CACF).
- c. In buildings without an FCC or CACF, on the designated level in a location approved by the local fire authority.

**Safety**

11. Provide adequate, rollable access with a minimum opening of 8' x 8' (2.5 m x 2.5 m) into the building. Clean, safe, secure, dry space is required adjacent to the hoistway at grade level, minimum of 21' x 56' (6.4m x 17m) per elevator for storage of materials.
12. Provide free-standing, removable, OSHA-compliant barricades capable of withstanding 200lb (890N) of force in all directions around all hoistway openings per OSHA 29 CFR 1926.502, and/or any applicable local code.
13. Provide and install full-covering entry protection as per local requirements and manufacturer's requirements. Protection to be made of nylon mesh or reinforced plastic, at all hoistway openings to prevent materials or tooling from falling into the elevator shaft during installation per Federal OSHA requirements listed in 29 CFR 1926.502(j). In Canada, where required by Provincial regulation, enclose the front of the hoistway with removable hoarding or screening to prevent material from entering the hoistway. Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
14. Provide two (2) lifeline attachments at the top, front of the hoistway. Each must be capable of withstanding a 5000 lb (2250 Kg) load per OSHA 29 CFR 1926.502, or any applicable local code. For machine-room-less applications, provide attachments as described above, or install KONE- provided 5" x 5" x 3/8" (127mm x 127mm x 9.6mm) tube steel lifeline beam in the elevator hoistway overhead 10 inches (254 mm) from front of hoistway to center line, with bottom of lifeline beam at same elevation as bottom of hoisting I-beam. Lifeline tube steel supplied by KONE by request at no additional cost. Engineering details, attachment details and/or modifications, or any beam(s) alterations in the field for installation is by others.
15. Provide proper lighting in all work areas and stairways, including access to all floors and machine rooms per OSHA 29.CFR1926.1052 or any applicable local code.
16. Provide and maintain 6 foot (1800 mm) clear work area in front of all entrance openings per OSHA 29.CFR1926.502 or any applicable local code.

## Hoistway

17. Provide a clear and plumb hoistway of size shown on approved KONE final layout drawings. Any variations from the detailed dimensions may not exceed 2" (50 mm) greater and may not be less than the clear dimensions detailed. (Tolerance: -0" + 2" [-0 mm +50 mm]).
18. Provide hoistway ventilation per local building code requirements as applicable. For proper equipment operation, the machine space in the machine room or at the top of the hoistway must maintain a temperature between 41 °F (5 °C) and 104 °F (40 °C). Maximum allowed humidity is 95% non-condensing.  
For proper equipment operation, the space below the top of the hoistway, including the pit, must maintain a temperature between 5 °F (-15 °C) and 135 °F (57 °C) when the hoistway is located in a structure exposed to direct sunlight or not environmentally conditioned (e.g. parking garages). Maximum allowed humidity is 95% non-condensing.
19. Provide any partitions between common hoistways if applicable.
20. Install hoist beam(s) in overhead(s) per KONE final layout drawings. Beam supplied by KONE unless otherwise noted on layouts. Engineering and attachment details or field modifications of the beam is by others.
21. In cases where multiple elevators are in a common hoistway, and the counterweights are located between elevators, the entire length of counterweight runway must be guarded. The guard shall extend at least 6 inches (150mm) horizontally beyond each counterweight rail. The guard shall be made from wire-mesh material equal to or stronger than 0.048 inch diameter wire with openings not exceeding 1/2 inch (13 mm), securely fastened to keep the guard taut and plumb.
22. On applications where working platforms are required, working platforms provided shall comply with the requirements of the current ASME A17.1/CSA B44 code edition in effect at the time of installation and /or any applicable local code.
23. Provide adequate support for guide rail brackets from pit floor to the top of the hoistway. Locate rail backing per KONE final approved layout drawings. When maximum bracket span is exceeded, additional support shall be provided at purchaser's expense. Any bracket mounting surface that is not in line with the clear hoistway dimension detailed on the approved KONE final layout drawings may need to be corrected to meet the proper dimension at purchaser's expense.
24. If guide rail brackets are to attach to steel, ensure all brackets are installed prior to applying fireproofing to the steel. Otherwise, removal and reapplication of fireproofing will be at purchaser's expense.
25. All offsets, ledges or projections within the hoistway shall be addressed in accordance with applicable local code. All offsets, ledges or projections within the hoistway greater than 4 inches (100mm) must be tapered to not less than 75 degrees (ASME A17.1/CSA B44 sec 2.1.6.2). Maximum ledge or projection is 2 inches (50mm) in Massachusetts, California, District of Columbia and New York City.
26. If concrete block wall construction, refer to the approved KONE final approved layout drawings for proper installation of rail bracket attachments. Inserts provided by KONE unless otherwise noted on the approved KONE final approved layout drawings. Insert type must be approved by KONE. Concrete masonry units, mortar and grout, shall conform to International Building Code (IBC) or any applicable local code. Concrete masonry units shall have a minimum compressive strength of 1500 PSI (10.5 MPa). Mortar and grout shall have a minimum compressive strength of 2000 PSI (13.8 MPa).
27. KONE entrance jambs are non-ferrous and material may not be attached to them (i.e. fire doors/curtains).
28. Arrange for entrance walls to be constructed at the time doorframes and sills are installed to facilitate timely installation of hall fixture faceplates. Entire front wall must be left open at top and bottom landings until elevator equipment is installed. Intermediate landings must have rough openings of the size and location shown on KONE final approved layout drawings to allow installation of entrances. All entrance openings must be aligned vertically. Adequate support for entrance attachment points shall be provided at all landings according to reaction loads shown on KONE Final Approved Layout Drawings (FALD) (ref. ASME A17.1/CSA B44 Section 2.11). Any marble, stone or similar wall material must be prepared after the entrance frames are installed. Provide corridor lines for any marble or "special finish" walls.  
**NOTE:** If concrete block wall construction- to prevent overloading entrance frames, top of entrances should not receive more than one row of block. A lintel must be installed to support additional rows of block.
29. Provide elevator landings suitably prepared to accept entrance sill installation per KONE final layout drawings. Grouting to be done by purchaser after sills are installed.  
**NOTE:** Traditional angle or concrete sill support is not required.
30. Provide finished-floor height marks visible from hoistway openings at all landings minimum one week prior to beginning entrance installation. Placing floor height mark on hoistway wall is desirable. Complete "Contractor Verification Form of Sill to Sill Heights and Remote Machine Piping," CONSTR-07-0675.
31. Provide suitable, permanent lighting for control space with light switch located within 18" (457 mm) of strike jamb side of control space door where practical.

32. Electric lighting shall have a minimum lighting intensity of 200 lx (19 fc) at the floor level. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.
33. If the control space is located remote from the elevator hoistway top landing the following may apply:
- If applicable, provide machine space access door of the size and in the location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key.
  - Provide suitable lighting in or above the machine space access with light switch located within 18" (457 mm) of strike jamb side of access space door where practical.
  - When permitted by state and local code the light switch should also control the machine space lighting.
  - In cases where a battery lowering device is provided, control closet may not be adequate. Please consult KONE representative.
34. Provide and install GFCI-type receptacle located at machine in the top of the hoistway or in machine room as applicable (NFPA 70 article 620 or CEC article 38 whichever is applicable).
35. Provide and install light switch located at manual brake release location: may also be required in control space per local jurisdiction.
36. Where a single elevator is installed in a hoistway and a portion of the travel extends higher than 11m (36 ft.) between entrances (single blind hoistway), emergency door(s) must be provided. Emergency doors and their electrical contacts shall comply with the current ASME A17.1/CSA B44 code edition in effect at the time of installation and/or any applicable local code. ASME A17.1/CSA B44 requirement Section 2.11.1.2 covers "Emergency Doors in Blind Hoistways" and section 2.26.2 covers "Electrical Protective Devices". Each emergency door must be provided with an electrical contact with minimum UL/CSA NEMA A300 rating suitable for use in a 3 amp 230 VAC circuit. Consult KONE representative if there are any questions concerning the code requirements.
37. In jurisdictions enforcing the NBCC and in jurisdictions enforcing NFPA 72, the means for testing and maintenance of fire alarm initiating devices without having to enter the hoistway shall be permitted. When this means is provided it must comply with ASME A17.1-2019/CSA B44-19 (and later editions) requirement 2.8.2.4 and the location of equipment inside the elevator hoistway must be coordinated with KONE sales and/or operations representative.
38. Where Emergency Responder Radio Coverage (ERRC) equipment is required and located in the hoistway, consult KONE representative to ensure required running clearances are maintained and layout drawings are updated if required. Reference ASME A17.1-2022/CSA B44-22 (and later editions) requirements 2.8.7, 2.27.12 and 2.28.1.
- Pit**
39. Provide a legal, dry and clean pit with level pit floor, built per KONE final layout drawings. Pit shall be reinforced to sustain vertical forces detailed on KONE final layout drawings (vertical forces detailed are two times the static loads).
40. Sumps and/or sump pumps (where permitted) located within the pit may not interfere with the elevator equipment. Sumps to be covered with flush mounted, non-combustible cover capable of withstanding 150 lbs. per square foot (7 kPa). The sump pump/drain must at minimum, remove 3,000 gal/h (11.4 m<sup>3</sup>/h):
- ASME A17.1-2016/CSA B44-16 and earlier, per elevator.
  - ASME A17.1-2019/CSA B44-19 and later, per single hoistway or multiple car hoistway.
41. Provide a pit light fixture with switch and guards with an illumination level equal to or greater than that required by ASME A17.1/CSA B44 2000 (and later editions). Recommended to provide minimum 4-foot double tube fluorescent fixture, with suitable guard and mounted to rear wall of pit per KONE installation representative's direction.
42. Provide a dedicated pit circuit with GFCI-protected 15 or 20 amp 120VAC duplex outlet. Location to be coordinated with the KONE project team using the KONE final approved layout drawings (NFPA 70 article 620 or CEC article 38 whichever is applicable).
43. Provide a single receptacle for sump pumps in accordance with (NFPA 70 article 620 or CEC article 38 whichever is applicable).
44. Pit ladder to be constructed of non-combustible material extending from pit floor to 48" (1200 mm) above the sill of the access landing. Pit ladder is supplied by KONE; provided by purchaser on other KONE products unless otherwise noted on the layout drawing. Locate per KONE final layout drawings. Coordinate ladder sizing and location with KONE representative to assure proper fit in hoistway.
45. When a separate pit access door is provided, it must conform to ASME A17.1, requirement 2.2.4.5. When an electric contact is required, it shall comply with ASME A17.1, requirement 2.2.4.5 (b) (1).
- Electrical**
46. US Applications - Purchaser provides in accordance with National Electrical Code, NFPA 70 (NEC) Article 620 or any applicable local code.
47. Canadian Applications - Purchaser provides in accordance with Canadian Electrical Code, C22.1 Section 38 or any applicable local code.

48. Provide dedicated GFCI-protected 20 amp 120 VAC duplex (15 amp in Canada) outlet next to each control cabinet.
49. Provide for all electrical branch circuits/disconnects to be labeled (NFPA 70 article 620, CEC articles 38/36).
50. Provide 480/208 VAC (USA) or 575/208 VAC (Canada) three-phase main line power, including piping, wiring and fused disconnect, to controller location to facilitate elevator installation prior to start of project.  
**WARNING:** An Open Delta transformer is not acceptable to supply the main line power to elevators with regenerative drives, either for temporary or permanent power. Doing so can permanently damage the drive.
51. Provide 220 VAC single-phase temp. power and 115 VAC single-phase temp. power, of permanent characteristics at each elevator landing for lighting and installation method tools. Locate connection points at elevator hoistway.  
**NOTE:** For installation purposes related to items 49 and 50, please consult your KONE representative to confirm disconnect location(s) and type of temporary power.
52. When generator is used to provide 3-phase 480/208 VAC (USA) or 575/208 VAC (Canada) power for installation, purchaser to accept change notice for additional costs, estimated locally by installing office, to cover inefficiencies and any damages resulting from installing without permanent power present.  
**NOTE:** Our elevator controllers require Wye configuration transformers. It is also the responsibility of the purchaser to provide consistent three-phase voltages balanced within +/- 10% when measured phase-to-phase and +/-10% when measured phase-to-ground.
53. Provide a dedicated 20 amp 115 VAC circuit in the fire command room piped and wired to the lobby panel where applicable.
54. Provide a separate 15 amp, 115 VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) for each seismic device; when required. Must include the means to disconnect each service and lock-off in the "open" position (NFPA 70 article 620 or CEC article 38 whichever is applicable).
55. Provide a separate 15 amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for each elevator with KONE 24/7 Emergency Video Communications, when specified. Must include the means to disconnect each service and lock-off in the "open" position (NFPA 70 article 620 or CEC article 38).

### Control Space/ Integrated Controls Solution (ICS)

56. Provide a legal control space/ machine room with access as indicated on the KONE final layout drawings. To include a temporary or permanent door that can be locked from outside. Permanent door

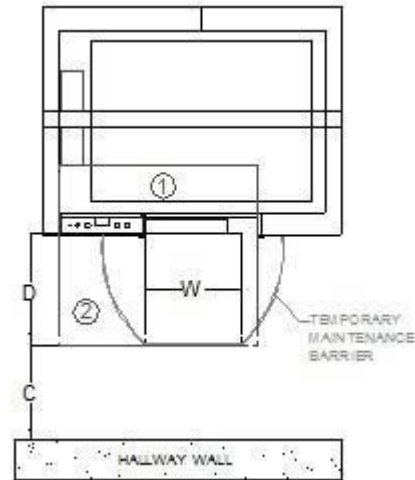
- must be self-closing, self-locking, and require a key to open from outside. Must have adequate temporary or permanent lighting for installation purposes. For proper equipment operation, the temperature in the control space must maintain between 41° F [5° C] and 104° F (40° C). Maximum allowed humidity is 95% non-condensing.
57. Provide safe and convenient access to control space/machine room including provisions for necessary lighting for access path (ASME A17.1/CSA B44 sections 2.8.1 and 2.7.3).
58. Provide a clean and dry elevator control room.
59. Provide suitable lighting for control space with light switch located within 18" (457 mm) of strike jamb side of control space door where practical. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.
60. Provide dedicated GFCI-protected 120VAC 20 amp duplex (15 amp in Canada) outlet in the shaft, located above and centered to the entrance opening at the controller landing. Consult KONE installation team for precise location.
61. Provide a single means of disconnecting all ungrounded main line power conductors for each elevator by an enclosed, externally operable, fused motor circuit switch with UL/CSA Class RK1 or equivalent fuses. Must be lockable in the open position. This disconnecting means shall disconnect the normal power service as well as emergency power service, when provided.  
**NOTE 1:** If a battery-powered rescue device is required, the above-mentioned disconnect must have an auxiliary contact monitored by elevator controller that is positively opened mechanically and is normally closed (NC) when the main line power is in the ON position and is normally open (NO) when power is in the OFF position.  
**NOTE 2:** If a battery-powered rescue device is required and a separate shunt trip breaker which is subject to either the hoistway or control space sprinkler system is provided, the shunt trip breaker must have an auxiliary contact that is positively opened mechanically and is normally closed (NC) when the main line power is in the ON position.  
**NOTE 3:** Shunt trip not allowed in Canada and some US jurisdictions.
62. Provide a Direct-in-dial (DID) analog phone line, activated at least one week prior to inspection, terminated at the appropriate phone jacks in the elevator control room. GC/ Owner may elect to have a separate analog line installed (one per elevator), or GC/ Owner may elect to provide DID lines from an Analog Station Card in the building's PBX system. If GC/Owner provides a Direct-in-Dial analog phone line or lines off an existing PBX phone system, a backup power source must also be provided. All phone and associated equipment provided by GC/ Owner shall

- be in compliance with the requirements of ASME A17.1/ CSA B44, local codes and applicable law.
63. Provide all fire alarm initiating signals as required by all national, state and local codes for termination at the primary elevator signal control cabinet in each group.
  64. With emergency power service provide emergency power transfer switch and power change pending signals as required; 2 normally open dry contacts from transfer switch to controller (2 pairs plus ground wire). One contact closes to signal emergency power is present, the other contact closes to give 30 second pre-signal prior to transfer switch change. Termination of these wires is at the primary elevator signal control cabinet in each group (2 pairs plus ground wire).
  65. Furnish and install smoke detectors and fire operation per ASME A17.1/CSA B44 sec 2.27.3.2, NFPA 72; one for lobby detector, machine room detector, hoistway detector (hoistway detector requirement determined by local code), and one for all grouped non-lobby detectors are required. Provide normally closed dry contacts, with wiring, to controller for each group listed above.
  66. Provide and install smoke detector in hoistway as required per local codes, and in all elevator lobbies, machine room and controller space.
  67. Provide heat detectors and "shunt-trip operation (US Only)" when sprinklers are required in machine room, machinery space, control room, control space or hoistway, (ASME A17.1 sec 2.8.3.3.2, NFPA 13 & NFPA 72).
  68. If Fire Status Panel or Security panels are required, all remote conduit runs from elevator equipment room/machine space to these panels shall be by others.
  69. Non-elevator related piping and equipment is prohibited in machine room or hoistway (ASME A17.1/CSA B44 sections 2.8.1 and 2.8.2).
  70. Provide and mount at minimum a 10 pound, ABC-type fire extinguisher in control space (ASME A17.1 sec 8.6.1.6.5). (Not required in Canada for ASME A17.1-2019/CSA B44-19 and earlier editions).

**Applicable for Integrated Control Solution (ICS)**

71. Provide a completely open front wall at top landing with access as indicated on the KONE Final Approved Layout Drawings. Must have adequate temporary or permanent lighting for installation purposes.  
**NOTE:** The lobby side of the ICS control cabinet must be faced with 2 layers of dry wall to comply with UL certification, regardless of front type. See KONE Final Approved Layout Drawings for details and wall type and minimum dimensions.
72. Provide environment for proper equipment operation during installation and after acceptance, the temperature at the top floor elevator lobby must maintain between 41° F (5° C) and 104° F (40° C). Maximum allowed humidity is 95% non-condensing.

73. Provide safe and convenient roll-able access to top floor elevator lobby area (ASME A17.1/CSA B44 sections 2.8.1 and 2.7.3).
74. Provide 480/208 VAC (USA) or 575/208 VAC (Canada), three-phase main line power, including piping, and wiring from fused disconnect, to junction box located in hoistway at top landing to facilitate elevator installation.  
**WARNING:** A Wye configuration transformer is required. An Open Delta transformer is not acceptable to supply the main line power to elevators with regenerative drives, either for temporary or permanent power. Doing so can permanently damage the drive
75. FIRE ALARM INITIATING DEVICE (FAID). FAID is a requirement of ASME A17.1/B44, requirements 2.27.3.2.1 (b) and 2.27.3.2.2 (b).



	USA	CANADA	COMMENT
W	30"	1m	NEC2020, CEC2021
D	36"	1m	NEC2020, CEC2021
C	Min 36"	Min 914mm	Minimum recommended. Consult ADA requirements for exact building clearance

1. Since ICS control enclosure is vented into the hoistway, a fire alarm initiating device (FAID) is required in this portion of the control space.
2. A fire alarm initiation device (FAID) is required in the lobby area to protect the control space when ICS is open.

**Fire Service Access and Occupant Evacuation Operation IBC 2018 (and later) or Designated Fire Fighter's Elevator per the NBCC**

76. Fire service access elevators per code requirements (IBC 403.6) shall be provided with hoistway lighting per code requirements (IBC 3007). The hoistway lighting shall illuminate the entire height of the hoistway and shall be located such that it does not interfere with the operation of the elevator or reduce any clearances below applicable code requirements. Additionally, provide an enclosed 24 vdc relay (Omron G2R-1-S-DC24, or equivalent) local to the controller for interfacing hoistway lighting with elevator system (applicable only in jurisdictions enforcing the IBC, International Building Code). Consult KONE representative to assure required clearances are provided.
77. Conductors and cables located outside of the elevator hoistway, machine space and control space, that provide normal or standby power, car lighting power, car ventilation power, car heating power, car air conditioning power, control signals, communication with the car and fire/heat-detecting systems control signals to Fire Service Access Elevators or designated Firefighter's Elevator, shall be protected by construction having a fire-resistance rating of not less than 2 hours. (APPLICABLE ONLY IN JURISDICTIONS ENFORCING THE IBC BUILDING CODE OR THE NBCC OR ANY APPLICABLE LOCAL CODES).
78. Prevent water from the operation of an automatic sprinkler system outside the enclosed lobby from infiltrating the hoistway enclosure in accordance with an approved method per section **3008**.
79. Means for elevator shutdown in accordance with Section 3005 (shunt trip) shall not be installed on elevator systems used for Fire Service Access and/or Occupant Evacuation Elevators section **3008**.
80. Occupant Evacuation elevators shall be continuously monitored at the fire command center or a central control point approved by the fire department and arranged to display all of the following information per section **3008**.
  - a. Floor location of each elevator car.
  - b. Direction of travel of each elevator car.
  - c. Status of each elevator car with respect to whether it is Occupied.
  - d. Status of normal building power to the elevator equipment, elevator machinery and electrical apparatus cooling equipment where provided, elevator machine room, control room and control space ventilation and cooling equipment.
  - e. Status of standby or emergency power system that provides backup power to the elevator equipment, elevator machinery and electrical cooling equipment where provided, elevator machine room, control room and control space ventilation and cooling equipment.
- f. Activation of any fire alarm initiating device in any elevator lobby, elevator machine room, machine space containing a motor controller or electric driving machine, control space, control room or elevator hoistway.
- g. Provide a minimum of one Elevator Guide monitor per landing for each OEO elevator group.
81. Each Fire Service and /or Occupant Evacuation elevator shall be supplied by both normal building power and Type 60 / Class 2 / Level 1 standby power per section **3008**.
  - a. Elevator equipment.
  - b. Ventilation and cooling equipment for elevator machine rooms, control rooms, machinery spaces and control spaces.
  - c. Elevator car lighting.
82. Standby power loads shall be based on the determination of the number of occupant evacuation elevators in sections **3008.1.1** and **3008.8.1**.
83. Wires or cables that are located outside of the elevator hoistway, machine room, control room and control space and that provide normal or standby power, control signals, communication with the car, lighting, heating, air conditioning, ventilation and fire-detecting systems to occupant evacuation elevators shall be protected using one of the following methods:
  - a. Cables used for survivability of required critical circuits shall be listed in accordance with UL 2196 and shall have a fire-resistance rating of not less than 2 hours.
  - b. 2. Electrical circuit protective systems shall have a fire-resistance rating of not less than 2 hours. Electrical circuit protective systems shall be installed in accordance with their listing requirements.
  - c. Construction having a fire-resistance rating of not less than 2 hours.
 

**Exception:** Wiring and cables to control signals are not required to be protected provided that wiring and cables do not serve Phase II emergency in-car operation.



## CUSTODIAL SERVICES AGREEMENT

**THIS CUSTODIAL SERVICES AGREEMENT** (“Agreement”), by and between **Germantown Board of Education, operating as Germantown Municipal School District**, a school district organized and existing under the laws of the State of Tennessee (hereinafter referred to as the “Owner”), having its principal place of business at 3350 S. Forest Hill Irene Rd., Germantown, TN 38138 and **SKB Facilities and Maintenance, Inc.** (hereinafter referred to as the “Contractor”), having its principal place of business at 3571 Winchester Rd. Memphis, TN 38118.

### RECITALS:

1. Owner is desirous of contracting with a third party for providing custodial and cleaning services for the Germantown Municipal School District.
2. The Contractor represents that it can perform the work and is willing and able to perform the work required under this Agreement.

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

### 1. DEFINITIONS

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

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

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

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

“**Owner**” means Germantown Board of Education, including its Project Manager or other designees.

“**Equipment**” means the related materials involved in providing the services delineated herein.

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

**2. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work (collectively, the “Work”) required for custodial and cleaning services for the Germantown Municipal School District, in strict accordance with the Contract Documents. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor hereby represents and warrants that it is certified and licensed to perform the Work. The Contractor shall provide the Owner copies of appropriate certifications upon request.

**3. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either

attached to this Agreement or are incorporated herein by reference and made a part hereof:

- a. This Agreement, including the ARRA Addendum attached hereto, if any;
- b. RFP #FY210006 issued by Arlington Community Schools;
- c. SKB Proposal dated May 24, 2021;
- d. Certificate(s) of Insurance submitted by the Contractor in connection with this contract;

**3.1 PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this Agreement and any other agreements or documents, the terms of this Agreement shall prevail.

**4. CONTRACT TERM.** The contract shall be for an initial period beginning July 1, 2021 through June 30, 2022 upon receipt of a fully executed Agreement. The Germantown Board of Education reserves the right to extend this agreement annually for up to four (4) additional consecutive one (1) year periods at the same pricing if agreeable to both parties.

**5. CONTRACT PRICE.** The Owner shall pay the Contractor for the performance of the Work, in current funds, a monthly payment of Eighty Five Thousand One Hundred Sixty Two and 98/100 Dollars (\$85,162.98) for the Services. Should service not be needed at a particular facility as defined in the proposal from SKB, the amount quoted from SKB for that particular facility will be deducted and monthly billing will be pro-rated accordingly.

**6. PAYMENT FOR WORK PERFORMED.** The Owner will use best efforts to pay within fifteen (15) days of receipt of an invoice for the Work accepted by the Owner.

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

**8. GENERAL INDEMNIFICATION.** The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; and shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Agreement. The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and the Owner's officers and agents from all claims relating to labor performed or furnished and materials used or employed for the Work; to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the Work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and any employees therein.

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

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

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

Agreement.

- a. Worker's compensation coverage in accordance with the statutory requirements and limits of the State of Tennessee
- b. Comprehensive general liability insurance for bodily injury, including death, and property damage of \$1,000,000 per occurrence from a company licensed to write insurance policies in the state of Tennessee.
- c. Comprehensive automobile liability insurance covering owned, hired, and non-owned vehicles with a minimum of bodily and property damage of \$1,000,000 each accident, combined single limit from a company licensed to write insurance policies in the state of Tennessee.
- d. Excess or umbrella insurance of \$1,000,000 per occurrence from a company licensed to write insurance policies in the state of Tennessee.
- e. Fidelity/Employee Dishonesty insurance with a \$100,000 limit from a company licensed to write insurance policies in the state of Tennessee.
- f. Employment practices liability insurance (EPLI) with a \$100,000 limit from a company licensed to write insurance policies in the state of Tennessee.

The Contractor shall not commence the Work until proof of compliance with this Section 11 has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the state of Tennessee. This certificate shall indicate that the contractual liability coverage is in force. The Owner shall be named as additional insured on the Contractor's Liability Policies. Written notice of cancellation of any insurance required by this Agreement, whether by the insurer or the insured must be provided to Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice. Contractor will ensure that required coverage is re-established should such cancellation occur. Failure to re-establish coverage shall be considered a breach of this Agreement.

**12. DEVOTION TO DUTY.** Contractor shall devote adequate time and attention to its duties under this Agreement and agrees that it shall perform these duties to the best of its ability and according to the requirements of this Agreement.

**13. TERMINATION FOR UNSATISFACTORY PERFORMANCE.** Owner shall have the right to terminate this agreement for failure of performance by Contractor. If, in the sole reasonable opinion of the Owner, Contractor is not performing services in accordance with the requirements of this agreement, and Owner desires to terminate the agreement, Owner shall give contractor sixty (60) days written notice of its intention to cancel the agreement if such service deficiencies are not corrected within that time (the "Cure Period"), which notice shall specify the service areas in default. On or before the end of the sixty (60) days Cure Period, Owner shall reasonably determine that either (i) the service deficiencies have been corrected, in which case the agreement will continue in full force and effect subsequent to the Cure Period, or (ii) the service deficiencies have not been corrected, in which event Owner may, by further written notice, cancel the agreement thirty (30) days from the end of the Cure Period. In the event that Owner does not act pursuant to either (i) or (ii) above, the service deficiencies shall be deemed corrected and the agreement shall continue in full force and effect thereafter.

**14. JOINT REVIEW COMMITTEE.** A Joint Review Committee shall be formed and comprised of at least two (2) persons from Owner and two (2) persons from Contractor. The purpose of the Committee will be to review the performance by Contractor and facilitate regular communication between Owner and Contractor regarding the Services. This Committee shall hold its first meeting not later than thirty (30) days from the commencement of this Agreement and thereafter shall have regular meetings.

**15. SAFETY REQUIREMENTS.** The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work performed under this Agreement. The Contractor shall also agree to abide by the following:

a) Contractor shall be responsible for safeguarding against loss, theft or damage of Owner's property, materials, equipment and accessories. Owner shall provide storage for the equipment and supplies or materials normally required for services provided under this Agreement. Contractor shall be responsible for the proper secure and safe storage of its equipment, supplies or materials necessary for providing services to Owner.

b) Contractor employees shall not carry or allow to be carried onto school property any guns, knives, dangerous weapons, alcohol or drugs. Contractor employees shall not use or allow to be used any tobacco products while on school property.

c) Contractor shall be fully responsible for the security and appropriate use of any keys issued to Contractor or its employees. Contractor shall immediately notify Owner that a key has been lost. Contractor will replace lost keys and reimburse Owner for costs resulting from keys issued to Contractor and lost. Keys shall be returned to the appropriate site administrator at the end of each work period.

d) Contractor personnel shall not allow unauthorized persons to enter school buildings.

e) Owner shall charge back to Contractor \$15.00 per hour should an employee of Owner be required to secure a building left unsecured by a Contractor employee.

f) All employees representing the Contractor shall abide by all policies set at the school level, including, but not limited to parking, checking in and out at the front office any time an employee of the Contractor is on campus, and working within the framework of the school and administration of the school to provide services that are least disruptive to the educational environment of the school.

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

**17. NONDISCLOSURE.** Contractor will not disclose or permit to be disclosed any proprietary information, data, systems, pricing or finances of Owner unless otherwise required by law. Contractor will not disclose or permit to be disclosed any information required by law to be maintained confidentially by Owner, including but not limited to individually identifiable information about students and confidential information concerning employees.

**18. INDEPENDENT CONTRACTOR.** It is understood and agreed that Contractor will perform the Work under this Agreement as an independent contractor. It is also agreed that Contractor will comply with all applicable federal, state, and local laws and regulations relating to the employment, insurance, and taxation of employees who perform Work under this Agreement. No agency or employment relationship with Owner is intended nor shall be construed to exist between Owner and Contractor or between Owner and any of Contractor's employees performing the Work under this Agreement, and neither Contractor nor its employees shall be entitled to participate in any of Owner's pension or employee welfare benefit plans, including its group life insurance plans. Owner will have no liability for payment of Contractor employee wages, fringe benefits, payroll taxes or other expenses of employment. Furthermore, if any charge, lawsuit or claim of any kind is filed against Owner alleging that Owner is also an employer of Contractor's employees, Contractor agrees to indemnify, hold harmless and reimburse Owner for all costs, including attorneys' fees in defending any such action. Contractor shall provide a fidelity bond to insure Owner against losses that Owner may incur as a result of acts by Contractor employees and/or agents and shall indemnify and hold Owner, its servants and employees harmless for negligent or intentional acts of Contractor employees.

**19. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Agreement or any part thereof or interest therein without the prior written consent of the Owner. It is understood that all terms and conditions of the Contract Documents apply to any subcontractors that may be utilized for this project.

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

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

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

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

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

**If to Contractor:** SKB Facilities and Maintenance, Inc.  
3571 Winchester Rd.  
Memphis, TN 38118  
Attn: Lashone Bynum

**If to Owner:** Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138  
Attn: Joshua Cathey

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

**27. SURVIVAL.** Any provisions of this Agreement, and any other provisions that create obligations extending beyond the term of this Agreement, shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

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

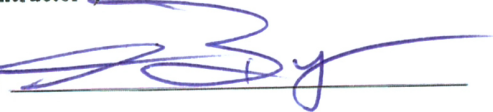
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action so that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. To the extent required by law, the Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - d. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - e. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled or terminated.
- 29. SALES TAX EXEMPTION AND OTHER TAXES.** The Contractor shall be responsible for paying all taxes and tariffs of any sort, related to the Work. Owner is a tax-exempt organization and, to the fullest extent allowable by law, shall incur no charges for the payment of taxes.
- 30. PROHIBITION AGAINST LIENS.** The Contractor is prohibited from placing a lien on the Owner's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.
- 31. ATTORNEYS FEE AND EXPENSE OF ENFORCEMENT.** If, by reason of the failure of the Contractor to carry out and perform any of the provisions of this Agreement or the obligations under this Agreement, it becomes necessary or desirable in the judgment of the Owner to employ an attorney or incur any other reasonable attorneys' fees, cost or expenses, then Contractor agrees to pay such reasonable attorneys' fees and expenses, and hold Owner harmless against any loss thereof.
- 32. CONFLICT OF INTEREST.** Contractor warrants that no part of the compensation payable hereunder shall be paid directly or indirectly to an employee or official of Owner as wages, compensation, or gifts in exchange in connection with the Services contemplated or performed relative to this Agreement. Contractor shall disclose in writing to Owner's Office of the General Counsel any financial or beneficial interests that it, or its principals or officers, has in services, products, or companies recommended to Owner in the performance of this Agreement. Failure to disclose any such interests shall be deemed a violation of this Agreement and will result in the forfeiture of all monies previously paid by Owner to Contractor pursuant to this Agreement.
- 33. COMPLIANCE WITH LAWS.** Contractor will observe and comply with all applicable local, state, and federal laws, ordinances and regulations, including, but not limited to, Equal Opportunity laws, the Fair Labor Standards Act, the Occupational Safety and Health Act (OSHA) the Civil Rights Act of 1964, and the Americans with Disability Act (ADA).
- 34. APPROPRIATIONS.** This Agreement is subject to the appropriation and availability of funds. In the event that the funds are not appropriated or are otherwise unavailable, Owner reserves the right to terminate this Agreement upon written notice to the Contractor. Said termination shall not be deemed a breach of this Agreement by Owner. Upon receipt of written notice, the Contractor shall cease all work associated with this Agreement. In the event of termination, the Contractor shall be entitled to compensation for all satisfactory and authorized Services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from Owner any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 35. AUTHORIZATION FOR AGREEMENT.** The execution and performance of this Agreement by Contractor and Owner have been duly authorized by all necessary laws, resolutions and/or corporate action, and this Agreement constitutes the valid and enforceable obligations of Contractor and Owner in accordance with its terms.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

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

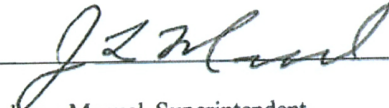
**SKB FACILITIES AND MAINTENANCE, INC.**  
("Contractor")

By: 

Lashone Bynum, President/CEO

Date: 6-10-2021

**GERMANTOWN BOARD OF EDUCATION**  
("Owner")

By: 

Jason Manuel, Superintendent

Date: 6-10-21



## FIRST AMENDMENT TO CUSTODIAL SERVICES AGREEMENT

**THIS FIRST AMENDMENT TO THE CUSTODIAL SERVICES AGREEMENT** (the "First Amendment"), effective as of July 1, 2022, is made by and between **Germantown Board of Education**, operating as Germantown Municipal School District ("Customer") and **SKB Facilities and Maintenance, Inc.** ("Contractor"). Contractor and Customer are hereinafter referred to as the "Parties" to this First Amendment.

### **RECITALS:**

- A. **WHEREAS**, the Parties have entered into a Custodial Services Agreement dated June 10, 2021 (collectively referred to as the "Agreement"), whereby customer retained Contractor to perform various services specified in the Agreement itself; and
- B. **WHEREAS**, the Parties desire to make certain modifications, revisions, and amendments to the Agreement itself.

**NOW, THEREFORE**, for and in consideration of the mutual promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties state and agree as follows:

1. **Term.** Section 4 of the Agreement is hereby amended to extend the term, which extended term shall commence as of **July 1, 2022** and terminate **June 30, 2023** (the "Term"), unless sooner extended or terminated as provided in the Agreement.
  2. **Ratification.** Except as and to the extent amended, altered, and/or modified as provided in this First Amendment, all terms, covenants, conditions, and provisions of the Agreement are hereby ratified and reaffirmed, and shall remain in full force and effect.
  3. **No Default.** The Parties hereby acknowledge and agree that, as of the date of this First Amendment, neither party is in default or otherwise in breach of the Agreement, and to
-

their best knowledge no facts exist which, with the passage of time, the giving of notice, or both, could become a default or breach of the Agreement.

4. **Counterparts.** This First Amendment may be executed in one or more counterparts, and exchanged via facsimile or other electronic transmission, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands as of the day and year first above written.

**GERMANTOWN BOARD OF EDUCATION**

**SKB FACILITIES AND MAINTENANCE, INC.**

Signature: 

Signature: 

Name: Jason L. Manuel

Name: Shone Bynum

Title: Superintendent

Title: President / CEO

Date: 6-9-22

Date: 6/3/2022

## SECOND AMENDMENT TO CUSTODIAL SERVICES AGREEMENT

**THIS SECOND AMENDMENT TO THE CUSTODIAL SERVICES AGREEMENT** (the "Second Amendment"), effective as of January 1, 2023, is made by and between **Germantown Board of Education**, operating as Germantown Municipal School District ("Customer") and **SKB Facilities and Maintenance, Inc.** ("Contractor"). Contractor and Customer are hereinafter referred to as the "Parties" to this Second Amendment.

### **RECITALS:**

- A. **WHEREAS**, the Parties have entered into a Custodial Services Agreement dated June 10, 2021 (collectively referred to as the "Agreement"), whereby customer retained Contractor to perform various services specified in the Agreement itself; and
- B. **WHEREAS**, the Parties have entered into a First Amendment to Custodial Services Agreement dated June 9, 2022 (collectively referred to as the "First Amendment")
- C. **WHEREAS**, the Parties desire to make certain modifications, revisions, and amendments to the Agreement itself.

**NOW, THEREFORE**, for and in consideration of the mutual promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties state and agree as follows:

1. **Contract Price.** In order to add the Houston Middle School addition to SKB's custodial Services as outlined in the Agreement and First Amendment, the Owner shall pay the Contractor for the performance of the work, in current funds, a monthly payment of Ninety One Thousand Three Hundred Sixty Nine and 98/100 Dollars (\$91,369.98). This is a monthly addition of Six Thousand Two Hundred Seven (\$6,207) Dollars to the Agreement.
2. **Ratification.** Except as and to the extent amended, altered, and/or modified as provided in this Second Amendment, all terms, covenants, conditions, and provisions of

the Agreement and the First Amendment are hereby ratified and reaffirmed, and shall remain in full force and effect.

3. **No Default.** The Parties hereby acknowledge and agree that, as of the date of this Second Amendment, neither party is in default or otherwise in breach of the Agreement, and to their best knowledge no facts exist which, with the passage of time, the giving of notice, or both, could become a default or breach of the Agreement.
4. **Counterparts.** This Second Amendment may be executed in one or more counterparts, and exchanged via facsimile or other electronic transmission, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands as of the day and year first above written.

**GERMANTOWN BOARD OF EDUCATION**

Signature: 

Name: Jason Manuel

Title: Superintendent

Date: 3/1/23

**SKB FACILITIES AND MAINTENANCE, INC.**

Signature: 

Name: Shane Bynum

Title: President / CEO

Date: 3/1/2023



## THIRD AMENDMENT TO CUSTODIAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO THE CUSTODIAL SERVICES AGREEMENT (the "Third Amendment"), effective as of July 1, 2023, is made by and between **Germantown Board of Education**, operating as Germantown Municipal School District ("Customer") and **SKB Facilities and Maintenance, Inc.** ("Contractor"). Contractor and Customer are hereinafter referred to as the "Parties" to this Third Amendment.

### RECITALS:

- A. **WHEREAS**, the Parties have entered into a Custodial Services Agreement dated June 10, 2021 (collectively referred to as the "Agreement"), whereby customer retained Contractor to perform various services specified in the Agreement itself; and
- B. **WHEREAS**, the Parties have entered into a First Amendment to Custodial Services Agreement dated June 9, 2022 (collectively referred to as the "First Amendment")
- C. **WHEREAS**, the Parties have entered into a Second Amendment to Custodial Services Agreement dated March 1, 2023 (collectively referred to as the "Second Amendment")
- D. **WHEREAS**, the Parties desire to make certain modifications, revisions, and amendments to the Agreement itself.

**NOW, THEREFORE**, for and in consideration of the mutual promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties state and agree as follows:

1. **Contract Price.** Section 5 of the Agreement is amended as follows: The Owner shall pay the Contractor for the performance of the work, in current funds, a monthly payment of One Hundred Sixteen Thousand Nine Hundred Nine and 96/100 Dollars (\$116,909.96), less non-performance penalties in the amount of \$500.00 per occurrence for:
  - a) Each month that SKB scores less than ninety (90%) percent on the monthly cleaning inspection score sheet; AND/OR
  - b) Each week that SKB fails to satisfy ninety-five (95%) percent of the staffing requirements as set forth on the "Staffing Requirements Chart" (attached as Exhibit "A").
2. **Term.** Section 4 of the Agreement is hereby amended to extend the term, which extended term shall commence as of July 1, 2023, and terminate June 30, 2024 (the "Term") unless sooner extended or terminated as provided in the Agreement.

3. **Additional Terms.** SKB agrees to be bound by the terms of the General Terms and Conditions set forth in Request for Proposal #FY210006, with the exception that numbered paragraphs 3(k) and 7 on page 12 of Proposal #FY21006 shall be deleted and replaced with the following language: "A minimum wage of \$15/hour shall be paid to all SKB employees assigned to perform work at any GMSD facility."
4. **Additional Terms.** SKB agrees that all required summer cleaning, including but not limited to floor waxing must be completed prior to July 15, 2023.
5. **Additional Terms.** SKB agrees to provide a 100% Performance bond by close of business on May 26, 2023.
6. **Ratification.** Except as and to the extent amended, altered, and/or modified as provided in this Third Amendment, all terms, covenants, conditions, and provisions of the Agreement, the First Amendment, and the Second Amendment are hereby ratified and reaffirmed, and shall remain in full force and effect.
7. **No Default.** The Parties hereby acknowledge and agree that, as of the date of this Second Amendment, neither party is in default or otherwise in breach of the Agreement, and to their best knowledge no facts exist which, with the passage of time, the giving of notice, or both, could become a default or breach of the Agreement.
8. **Counterparts.** This Third Amendment may be executed in one of more counterparts, and exchanged via facsimile or other electronic transmission, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year first above written.

GERMANTOWN BOARD OF EDUCATION

SKB FACILITIES AND MAINTENANCE, INC.

Signature: 

Signature: 

Name: Shone Bynum

Name: Jason Manuel

Title: President / CEO

Title: Superintendent

Date: 5/28/2023

Date: 5/30/23



## FOURTH AMENDMENT TO CUSTODIAL SERVICES AGREEMENT

**THIS AMENDMENT TO THE CUSTODIAL SERVICES AGREEMENT** (the “Fourth Amendment”), effective as of July 1, 2024, is made by and between **Germantown Board of Education**, operating as Germantown Municipal School District (“Customer”) and **SKB Facilities and Maintenance, Inc.** (“Contractor”). Contractor and Customer are hereinafter referred to as the “Parties” to this Fourth Amendment.

### **RECITALS:**

- A. **WHEREAS**, the Parties have entered into a Custodial Services Agreement dated June 10, 2021 (collectively referred to as the “Agreement”), whereby customer retained Contractor to perform various services specified in the Agreement itself; and
- B. **WHEREAS**, the Parties have entered into a First Amendment to Custodial Services Agreement dated June 9, 2022 (collectively referred to as the “First Amendment”); and
- C. **WHEREAS**, the Parties have entered into a Second Amendment to Custodial Services Agreement dated March 1, 2023 (collectively referred to as the “Second Amendment”); and
- D. **WHEREAS**, the Parties have entered into a Third Amendment to Custodial Services Agreement dated May 30, 2023 (collectively referred to as the “Third Amendment”).
- E. **WHEREAS**, the Parties desire to make certain modifications, revisions, and amendments to the Agreement itself.

**NOW, THEREFORE**, for and in consideration of the mutual promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties state and agree as follows:

1. **Contract Price.** Section 5 of the Agreement is amended as follows: The Owner shall pay the Contractor for the performance of the work, in current funds, a monthly payment of One Hundred Twenty Thousand Four Hundred Seventeen Dollars and Twenty Four Cents (\$120,417.24), less non-performance penalties in the amount of \$500.00 per occurrence for:
  - a) Each month that SKB scores less than ninety (90%) on the monthly cleaning inspection score sheet; AND/OR

- b) Each week that SKB fails to satisfy ninety-five (95%) percent of the staffing requirements as set forth on the "Staffing Requirements Chart" (attached as Exhibit "A").
- 2. **Term.** Section 4 of the Agreement is hereby amended to extend the term, which extended term shall commence as of July 1, 2024, and terminate June 30, 2025 (the "Term") unless sooner extended or terminated as provided in the Agreement.
- 3. **Additional Terms.** SKB agrees that all required summer cleaning, including but not limited to floor waxing must be completed prior to July 15, 2024.
- 4. **Additional Terms.** SKB agrees to provide a 100% Performance bond by close of business on May 26, 2024.
- 5. **Ratification.** Except as and to the extent amended, altered, and/or modified as provided in this Fourth Amendment, all terms, covenants, conditions, and provisions of the Agreement, the First Amendment, the Second Amendment, and the Third Amendment are hereby ratified and reaffirmed, and shall remain in full force and effect.
- 6. **No Default.** The Parties hereby acknowledge and agree that, as of the date of this Fourth Amendment, neither party is in default or otherwise in breach of the Agreement, and to their best knowledge no facts exist which, with the passage of time, the giving of notice, or both, could become a default or breach of the Agreement.
- 7. **Counterparts.** This Fourth Amendment may be executed in one of more counterparts, and exchanged via facsimile or other electronic transmission, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands as of the day and year first above written.

**GERMANTOWN BOARD OF EDUCATION**

**SKB FACILITIES AND MAINTENANCE, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Location: Germantown District Office**

CLASSIFICATION	<u>NO. OF EMPLOYEES</u>	<u>SHIFT HOURS</u>	<u>TOTAL HOURS PER DAY</u>	<u>RATE/HOUR</u>
GC	1	8	8	\$15.00

**Total Monthly Hours: 164.8**

**Monthly Invoice: \$3,425.74**

**Location: Dogwood Elem**

CLASSIFICATION	<u>NO. OF EMPLOYEES</u>	<u>SHIFT HOURS</u>	<u>TOTAL HOURS PER DAY</u>	<u>RATE/ HOUR</u>
Supervisor	1	4	4	\$16.00
Day Porter	1	6	6	\$15.00
Mid Day	1	6	6	\$15.00
Floor Tech	1	4	4	\$15.00
GC	2	4	8	\$15.00

**Total Monthly Hours: 576.8**

**Monthly Invoice: \$12,104.28**

**Location: Farmington Elem**

<u>CLASSIFICATION</u>	<u>NO. OF EMPLOYEES</u>	<u>SHIFT HOURS</u>	<u>TOTAL HOURS PER DAY</u>	<u>RATE/HOUR</u>
Supervisor	1	4	4	\$16.00
Day Porter	1	6	6	\$15.00
Mid Day	1	6	6	\$15.00
Floor Tech	1	4	4	\$15.00
GC	2	4	8	\$15.00

**Total Monthly Hours: 576.8**

**Monthly Invoice: \$12,104.28**

**Location: Houston High**

<u>CLASSIFICATION</u>	<u>NO. OF EMPLOYEES</u>	<u>SHIFT HOURS</u>	<u>TOTAL HOURS PER DAY</u>	<u>RATE/HOUR</u>
Supervisor	1	4	4	\$16.00
Project	1	8	8	\$22.00
Day Porter	1	8	8	\$15.00
Mid Day	2	6	12	\$15.00
Floor Tech	1	6	6	\$15.00
GC	3	5	15	\$15.00
GC	3	4	12	\$15.00
GC	2	4	8	\$15.00
GC	2	4	8	\$15.00

**Total Monthly Hours: 1,668.6**

**Monthly Invoice: \$40,597.51**

**Location: Houston Middle**

<u>CLASSIFICATION</u>	<u>NO. OF EMPLOYEES</u>	<u>SHIFT HOURS</u>	<u>TOTAL HOURS PER DAY</u>	<u>RATE/HOUR</u>
Supervisor	1	4	4	\$16.00
Day Porter	1	6	6	\$15.00
Mid Day	1	6	6	\$15.00
Floor Tech	1	4	4	\$15.00
GC	6	4	24	\$15.00

**Total Monthly Hours: 968.2**

**Monthly Invoice: \$20,240.41**

**Location: Riverdale Elementary**

<u>CLASSIFICATION</u>	<u>NO. OF EMPLOYEES</u>	<u>SHIFT HOURS</u>	<u>TOTAL HOURS PER DAY</u>	<u>RATE/HOUR</u>
Supervisor - Floor Tech	1	5	5	\$16.00
Day Porter	1	6	6	\$15.00
Mid Day	1	6	6	\$15.00
GC	2	5	10	\$15.00
GC	3	5	15	\$15.00

**Total Monthly Hours: 865.2**

**Monthly Invoice: \$18,127.87**

**Location: Forrest Hill**

<u>CLASSIFICATION</u>	<u>NO. OF EMPLOYEES</u>	<u>SHIFT HOURS</u>	<u>TOTAL HOURS PER DAY</u>	<u>RATE/HOUR</u>
Supervisor	1	4	4	\$16.00
Day Porter	1	6	6	\$15.00
Mid-Day	1	6	6	\$15.00
Floor Tech	1	4	4	\$15.00
GC	3	4	12	\$15.00

**Total Monthly Hours: 659.2**

**Monthly Invoice: \$13,817.15**

<b>Location</b>	<b>Sqft</b>	<b>Monthly Price</b>	<b>Price per SqFt</b>
District Office	20,016	\$3,425.74	\$0.17
Dogwood Elementary	88,000	\$12,104.28	\$0.14
Farmington	73,908	\$12,104.28	\$0.16
Houston High	263,689	\$40,597.51	\$0.15
Houston Middle	150,000	\$20,240.41	\$0.13
Rierdale Elementary	152,199	\$18,127.87	\$0.12
Forrest Hill	92,750	\$13,817.15	\$0.15
<b>Total:</b>	840,562	\$120,417.24	

# Farmington Painting Project Bid Tab -Bid # FY 2024-003

Bidder	Lubin Enterprises Inc.	Matthews Contract Painting	A & B Construction	The Pros	Savage Bros.
	\$ 168,059.00	\$ 179,000.00	\$ 190,696.00	\$ 295,000.00	\$ 364,971.29
Allowance	no allowance	no allowance	no allowance	no allowance	no allowance
Total					
Checklist:					
Addendum Acknowledgement	x	x	x	x	x
Prime Contractor's License	x	x	x	x	x
References	x	x	x	x	x
Drug and Alcohol Testing Form	x	x	x	x	x
Boycott of Israel Act	x	x	x	x	x
Iran Divestment Act	x	x	x	x	x
Certification of Understanding	x	x	x	x	x
Bid certification page	x	x	x	x	x
Certificate of Liability Insurance	x	x	x	x	x
Bond Information per \$1000	\$ 14.55	\$ 25.00	\$ 25.00	\$ 15.00	\$ 25.00
Bid bond	x	x			

**Issuance Date: Monday February 26, 2024**

**Mandatory Pre-Bid Meeting: Tuesday, March 12, 2024 @9:30 A.M.**

**Deadline for Questions: Tuesday March 19, 2024, by 4:00 P.M.**

**Bid Opening Date: Tuesday, March 26, 2024, at 2:00 P.M.**

**Germantown Municipal School District Invitation to Bid  
Farmington Elementary School  
Painting Project**

**GMSD BID #FY2024-003**



**Germantown Municipal School District  
3350 South Forest Hill Irene Road  
Germantown, TN 38138  
(901) 752-7900**



3350 South Forest Hill Irene Road. Germantown, Tennessee 38138 (901)752-7900

## INVITATION TO BID

February 26, 2024

Germantown Municipal School District (GMSD) will accept Bids on:

### **Farmington Elementary School Painting Project 2085 Cordes Road, Germantown, TN. 38139**

Bid shall be mailed or hand-delivered in a **sealed envelope marked "Farmington Elementary School Painting Project - GMSD BID #FY2024-003"** in the lower left-hand corner of the envelope and addressed to: Jackie Saunders, 3350 South Forest Hill Irene Road, Germantown, TN 38138. If using express mail (FedEx, UPS, Priority Mail, etc.), please place in a sealed envelope inside the express mail packaging. *Bid must be received by GMSD prior to the time indicated below.*

**BID DATE: Bid shall be opened at the Germantown Municipal School District Office at 3350 South Forest Hill Irene Road at 2:00 P.M. on March 26, 2024, at 2 P.M. Central Standard Time.**

All bid responses must be received and time-stamped on or before the required bid-opening time (local time), soon thereafter all bids will be publicly opened and read aloud. **Bids received after the specified date and time will be considered late and will not be opened.**

All purchases are F.O.B. Germantown, Tennessee per attached specifications.

Germantown Municipal School District reserves the right to accept bids in part or whole, reject any or all Bids, or to accept a Bid containing variations from these specifications if the Bid so merits. The Executive Committee or their designee(s) are the final authority and shall have the authority to reject any single Bid or all Bids submitted and to make awards, as deemed, to be in its best interest. If awarded, awards will be made to the lowest and/or best vendor.

***Bids must be submitted on the Bid Schedule Document that the District issues and the Document must be signed by an authorized party.***

See attached Specifications, Bid Form, Drug and Alcohol Testing Acknowledgment Statement and Affidavit along with Company's Drug Testing Policy, Iran Divestment Act and Vendor's Qualifications and Reference Form that **must be returned** as part of the Bid.

The standard Germantown Municipal School District Services and/or Products Contract and Required Insurance Certifications are included and **will be required** from the selected Bidder.

***During the competitive bid process, Bidders are instructed to contact only those employees of the associated departments specifically designated in this Invitation to Bid.***

Sincerely,

Jackie Saunders  
Procurement Services  
Germantown Municipal School District

GERMANTOWN MUNICIPAL SCHOOL DISTRICT  
INVITATION TO BID  
**GMSD BID #FY2024-003**  
**Farmington Elementary**  
**School Painting Project**  
**TABLE OF CONTENTS**

<b>INVITATION TO BID</b>	2
<b>IMPORTANT DATES</b>	5
<b>CERTIFICATION OF UNDERSTANDING AND AGREEMENT</b>	6
<b>IMPORTANT DOCUMENTS TO RETURN TO GMSD</b>	8
<b>1. SCOPE OF WORK</b>	
1.1 PURPOSE	9
1.2 SUPPLY REQUIREMENTS	9
1.3 INVOICE TO	9
1.4 VENDORS RESPONSIBILITIES	9
<b>2. TERMS AND CONDITIONS</b>	
2.1 INFORMATION GIVEN PRIOR TO AWARD	10
2.2 METHOD OF AWARD	10
2.3 PRICING	11
2.4 PERFORMANCE	11
2.5 SPECIFICATIONS	11
2.6 BIDDING REQUIREMENTS AND CONDITIONS	12
2.7 LIABILITIES	13
2.8 IRREGULAR BIDS	14
2.9 SAMPLES	14
2.10 DOCUMENTS	14
2.11 DEFAULT	14
2.12 DISQUALIFICATION OF BIDDERS	14
2.13 BID BOND	14
2.14 PUBLIC RECORDS	15
2.15 WARRANTY	15
2.16 COLLUSION	15
2.17 CONFLICTS OF INTEREST	15
2.18 INDEMNIFICATION	15
2.19 ALCOHOL AND DRUG-FREE WORKPLACE	16
2.20 CONSIDERATION	16
2.21 FAILURE TO EXECUTE CONTRACT	16
2.22 TERMINATION FOR CONVENIENCE	16
2.23 NON-APPROPRIATION OF FUNDS	16
2.24 BID PROTEST	16
2.25 BID WITHDRAWAL	17
2.26 ADDENDA	17

**TABLE OF CONTENTS**  
**(continued)**

2.27 CONTRACT AWARD	17
2.28 PAYMENT REQUIREMENTS	17
2.29 CHANGES	17
2.30 FORCE MAJEURE	17
2.31 COMPLIANCE	18
2.32 DEFAULT AND TERMINATION OF CONTRACT	18
2.33 ILLEGAL ALIENS	18
2.34 IRAN DIVESTMENT ACT	18
2.35 LIQUIDATED DAMAGES	18
<b>3. SPECIFICATIONS</b>	
3.1 GENERAL SPECIFICATIONS	18
3.2 MATERIAL SPECIFICATIONS	19
3.3 QUESTIONS	19
<b>ATTACHMENTS</b>	
BID CERTIFICATION SIGNATURE PAGE	20
BID FORM	21-22
BID LABEL	
CONTRACTOR'S QUALIFICATIONS AND REFERENCES	23-24
DRUG & ALCOHOL TEST ACKNOWLEDGEMENT STATEMENT AND AFFIDAVIT	25
STATEMENT OF NO BID	26
GMSD IRAN DIVESTMENT ACT COMPLIANCE	27
GMSD BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT	28
GMSD NON BOYCOTT OF ISRAEL ACT COMPLIANCE	29

**GERMANTOWN MUNICIPAL SCHOOL DISTRICT  
 INVITATION TO BID  
 GMSD FY2024-003  
 Farmington Elementary School Painting Project  
 IMPORTANT DATES**

DATE	EVENT
February 26, 2024	<b>INVITATION TO BID PUBLISHED</b>
Tuesday, March 12, 2024	<p style="text-align: center;"><b>MANDATORY PRE-BID MEETING, 9:30 A.M.</b></p> <p style="text-align: center;"><i>Meet at the front office of            Farmington Elementary School,            2085 Cordes Road, TN 38139</i></p>
Tuesday, March 19, 2024	<p style="text-align: center;"><b>4:00 P.M. QUESTIONS DEADLINE</b>            All questions must be submitted in            writing to            Jacqueline.saunders@gmsdk12.org</p>
March 26, 2024	<p style="text-align: center;"><b>BIDS DUE BEFORE 2:00 P.M.</b>   <b>BID OPENING AT 2:00 P.M. GMSD            DISTRICT OFFICE            3350 S. Forest Hill Irene Road 38138</b></p>
May 23, 2024	<b>START OF JOB</b>
August 1, 2024	<b>COMPLETION OF JOB</b>

**GERMANTOWN MUNICIPAL SCHOOL DISTRICT  
INVITATION TO BID  
GMSD BID #FY2024-003  
Farmington Elementary School-  
Painting Project  
CERTIFICATION OF UNDERSTANDING AND AGREEMENT**

In compliance with this Invitation to Bid, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this bid be accepted to furnish any or all the items upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item.

The undersigned further agrees, if awarded an order or contract, to indemnify, protect, defend, and hold harmless Germantown Municipal School District, its Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against Germantown Municipal School District, its agents and employees arising out of the use of any product or article that is provided pursuant to the bid.

The bidder further agrees to indemnify, protect, defend and hold harmless Germantown Municipal School District, its Board Members, agents and employees from all judgments, claims, demands for payments, or suits or actions of every nature and description brought against the aforementioned alleging injuries or damages sustained by any person arising out of or in the course of the bidder performing or failing to perform the service and/or providing or failing to provide the goods related to this Bid.

I further attest and agree to immediately notify the Procurement Analyst, Germantown Municipal School District, if either I or the entity I represent can no longer make the foregoing certification. I understand that failure to notify the district may invalidate any and all agreements I have with the District.

I agree and certify my understanding of the requirements of the below:

The Contractor Licensing Act of 1994 of the General Assembly of the State of Tennessee and Amendments thereto, Tennessee Code Annotated (T.C.A.), Title 62, Chapter 6, Section 62-6-119 requires that all contractors must be licensed contractors in the State of Tennessee. Companies responding to this bid shall provide, in accordance to TCA, Title 62, Chapter 6, Section 62-6-119, Paragraph (b), **“...name, license number, expiration date thereof, and license classification of the contractors applying to bid or the prime contract and for the masonry contract where the total cost of the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000), materials and labor, electrical, plumbing, heating, ventilation, and air conditioning contracts, appear on the outside of the envelope containing the bid or in the submission of an electronic bid except when the bid is in an amount less than twenty-five thousand dollars (\$25,000). Only one (1) contractor in such classification may be listed. Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), material and labor, the electrical, plumbing, heating, ventilation and air conditioning must be so designated upon the outside of the envelope or in the electronic bid. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered. It is the duty and responsibility of the awarding person or entity who received the envelope containing the bid or the electronic bid to verify only the completeness of the required licensure information. Prior to the opening of the envelope or acceptance of an electronic bid, the names of all contractors listed thereon or therein shall be read aloud at the official bid opening and incorporated into the bid. Prior to awarding a contract, the awarding person or entity and its authorized representatives shall verify the accuracy, correctness and completeness of the information required hereby. The failure of any bidder to comply with all of the provisions hereof shall automatically disqualify such bid. However, bids administered by the Tennessee Department of General Services shall require that the information be furnished within the bid or bid document only. When the bid is less than twenty-five thousand dollars, (\$25,000), the name of the contractor only may appear on the outside of the envelope containing the bid or in the electronic bid document, and upon opening the envelope or review of the electronic bid, if such bid is in excess of twenty-five thousand (\$25,000), the same shall automatically be disqualified.**

Germantown Municipal School District reserves the right to require a Performance, Materials and Labor Bond from the successful proposer. In such an event the document cost for the Performance, Materials and Labor Bond will be reimbursed to the successful proposer. If a notarized Performance, Materials and labor Bond is required by the Owner the notarized Performance, Materials and Labor Bond must be from an insurance company licensed in the State of Tennessee for 100% of the contract amount awarded. If required, the notarized Performance, Materials and Labor Bond must be provided to:

Mr. John Truong, Operations Supervisor  
Germantown Municipal School District  
3350 South Forest Hill Irene Road  
Germantown, TN 38138

**State the cost per \$1000.00 for Performance, Materials and Labor Bond, if required: \$ \_\_\_\_\_**

The successful Bidder shall be prohibited from discriminating against any individual on the basis of race, color, national origin (including ancestry, or any other subcategory or national origin recognized by applicable law), religion, sex (including any subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law.

Germantown Municipal School District encourages qualified minority and/or women-owned businesses to submit bids.

Germantown Municipal School District offers educational and employment opportunities without regard to race, color, national origin (including ancestry, or any other subcategory or national origin recognized by applicable law), religion, sex (including any subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law.

_____			TERMS: _____ DELIVERY: Days A.R.O. _____	
COMPANY NAME				
_____			_____	
ADDRESS			PHONE	FAX
_____			_____	
CITY	STATE	ZIP	EMAIL ADDRESS	

Name and Signature below certifies that you understand and agree to all information contained in this bid.

_____		_____	
AUTHORIZED REPRESENTATIVE (PRINT)	SIGNATURE	DATE	

**GERMANTOWN MUNICIPAL SCHOOL DISTRICT  
 INVITATION TO BID  
 GMSD BID #FY2024-003  
 Farmington Elementary School Painting Project**

Important Documents to Return to GERMANTOWN MUNICIPAL SCHOOL DISTRICT

<b>Included</b>	<b>Name of Document</b>
	GMSD Vendor Registration Packet, Including COI (SEPARATE ATTACHMENT) <b>(WITH BID)</b>
	NIGP Coding Sheets (SEPARATE ATTACHMENT) <b>(WITH BID)</b>
	W9 (SEPARATE ATTACHMENT) <b>(WITH BID)</b>
	Certification of Understanding and Agreement <b>(WITH BID)</b>
	Bid Certification Signature Page <b>(WITH BID)</b>
	Bid Form <b>(WITH BID)</b>
	Bid Label <b>(ON BID SUBMISSION)</b>
	Contractor’s Qualifications and References <b>(WITH BID)</b>
	Drug and Alcohol Testing Acknowledgement & Affidavit <b>(WITH BID)</b>
	Iran Divestment Act- Attachment B- Signed & Notarized <b>(WITH BID)</b>
	Non Boycott of Israel Certification <b>(WITH BID)</b>
	Bid Bond (If Applicable) <b>(WITH BID)</b>
	Addenda (ALL SIGNED) <b>(WITH BID)</b>
	<b>Statement of No Bid (IF you choose not to respond to this bid, please fill out and return)</b>

**GERMANTOWN MUNICIPAL SCHOOL DISTRICT INVITATION TO  
BID GMSD BID #FY2024-003  
Farmington Elementary School Painting Project**

**1. SCOPE OF WORK**

**1.1 PURPOSE**

This bid should include all labor, materials, and all other considerations in the Painting Project for Farmington Elementary School in accordance with the specifications.

**Detailed specifications and scope of work are attached.** The above description is not intended to be exhaustive and all details pertaining to scope of work and specifications are contained in the attached document.

**1.2 SUPPLY REQUIREMENTS**

**Detailed specifications and scope of work are attached.**

**1.3 INVOICE TO**

GERMANTOWN MUNICIPAL SCHOOL DISTRICT  
C/O JOHN TRUONG, OPERATIONS  
SUPERVISOR

3350 South Forest Hill Irene Road  
GERMANTOWN, TN 38138

**1.4 VENDOR'S RESPONSIBILITIES**

**FOR SEALED BIDS:**

**ALL DOCUMENTS** APPLICABLE AT TIME OF BID **must be signed in ink, dated and returned with your bid documents** to allow your bid to be considered. Documents not returned **will** result in a non-responsive bid.

**Disclaimer:** *All required documents may or may not be listed. It is the Contractor's responsibility to review all documents and return as specified. All information shall be entered in ink or typewritten. Mistakes may be crossed out and correction inserted before submissions of bid. The person signing the bid shall initial the correction in ink. Corrections and/or modifications received after the designated bid opening time will NOT be accepted.*

**FOR SEALED BIDS: (continued)**

- 1) Vendor Registration Packet, Including Certificate of Liability Insurance Naming the Germantown Municipal School District as Additional Insured-** Please double check checklist on signature page.
- 2) NIGP Coding Sheets-** Please check all categories that apply.
- 3) W9-** Please complete, sign and date.
- 4) Certification of Understanding and Agreement Page-** Page must be completed and signed with an original signature in ink.
- 5) Bid Certification Signature Page-** Contractor's License Number(s) must be inserted.

Page must be signed with an original signature in ink by an authorized officer, employee or agent of the bidder.

- 6) **Bid Form**-Page must be completed and signed with an original signature in ink.
- 7) **Contractor's Qualifications and References**
- 8) **Drug and Alcohol Testing Acknowledgement & Affidavit**- Document must be completed and signed with an original signature in ink.
- 9) **Iran Divestment Act- Attachment B**- Document must be completed, signed **and notarized** with an original signature in ink.
- 10) **Non Boycott of Israel Certification.**
- 11) **Bid Bond**- (5%)
- 12) **Addenda (ALL)**  
All must be signed in ink and returned with your bid documents. It is the Bidder's responsibility to verify if an addendum was issued.
- 13) **All BIDS must be submitted in a sealed envelope with the Vendor's Name, Bid Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope**
- 14) **Bid Label**- Please place on bid package or carton.

**NO BID ADJUSTMENTS WILL BE ACCEPTED.**

## 2. TERMS AND CONDITIONS

The terms, conditions and specifications listed in this bid constitute the total terms and conditions that will be acceptable. Germantown Municipal School District will not be bound by conditions other than those stated.

Specifics on start of work must be coordinated with JOHN Truong, Operations Supervisor, Germantown Municipal School District, [john.truong@gmsdk12.org](mailto:john.truong@gmsdk12.org), 901-752-7900.

### 2.1 INFORMATION GIVEN PRIOR TO AWARD

- Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the District's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the District discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum.
- **Any and all revisions made to this bid prior to the due date will be posted on <http://www.gmsdk12.org/BidRFPOpportunities.aspx> under Purchasing and will be the responsibility of the Bidder to check for any and all revisions.**

### 2.2 METHOD OF AWARD

The District reserves the right to award to the lowest responsive, responsible bidder; to award multiple contracts; and, to award the bid/contract that is deemed to be in the best value (most advantageous to the District) as determined by some, or all, of the following:

- Prices offered.
- Quality of product/service offered.
- General reputation and performance capabilities of the bidder
- Conformity with specifications herein
- Delivery and/or installation schedule

- Location and availability of service and/or repair facilities, personnel, and parts
- Suitability for intended use.
- Responses to provided references.
- Payment terms/discounts offered.
- Demonstrations provided, if required
- Ability to meet contract requirements such as warranty provisions, insurance requirements, bonding requirements, etc.

Germantown Municipal School District reserves the right to award this bid by line item, groups of items or the entire list of items (Lump Sum Total), whichever is deemed to be in the best interest of Germantown Municipal School District. Lump sum totals will be determined by the sum total of the extended unit cost of each item in a lump sum grouping. In all cases, the unit cost multiplied by the quantity bid will determine the extended cost of a line item.

### **2.3 PRICING**

- All pricing must be completed on the bid sheets provided.
- Successful bidder shall furnish all labor, materials, tools, and equipment for the installation.
- As deemed necessary, Germantown Municipal School District reserves the right to seek competitive pricing or bid items listed during the duration of the awarded contract.
- Costs not delineated in the bid response will not be negotiated in the contract.

### **2.4 PERFORMANCE**

- All work is to be performed during normal working hours—7:00 a.m. to 3:30 p.m., Monday-Friday. Extended working hours must be approved by the District.
- Completion date must be no later than **August 1, 2024**. Bidders must indicate the date for completion of the project. Completion date may be a factor in the bid award.
- All work should be performed in a neat and workman-like manner. Any and all cleanup of debris is the responsibility of the Contractor.
- If at any time Germantown Municipal School District is dissatisfied with the quality of service provided, a written notice of the specific problem(s) will be furnished to the vendor by certified letter. If the problem is not corrected to the satisfaction of GMSD within 5 days of the written notice, this entire contract may be unilaterally terminated by GMSD with no further obligation on the part of the District.

### **2.5 SPECIFICATIONS**

- The specifications given are not intentionally written around any one manufacturer and are for the purpose of indicating general size and description of the job.
- The District hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposes to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.
- The bidder 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 specifications.
- All bids must meet or exceed the enclosed specifications. Bidder must indicate manufacturer's name and model number offered. If bidder fails to provide this information, and an award is made, then the bidder shall supply the item(s) as specified. All items supplied.

by the successful bidder(s) shall be: 1) as per manufacturer's name (or approved equal), model number and description quoted; and 2) new and unused. Remanufactured and/or reconditioned items will be unacceptable. Items delivered not meeting these requirements shall be subject to return and replaced at no additional cost to the Germantown Municipal School District. Any exceptions to the specifications must be clearly noted and documented, literature to be included with bid for items quoted. Bid will be considered incomplete for failing to include required product literature along with bid and will be rejected.

- Changes to the bid specifications are not valid unless authorized in writing by the District Purchasing Department by means of an Addendum.
- Germantown Municipal School District reserves the right to request any additional information deemed necessary in the evaluation of this bid. Requested information shall be submitted within five (5) business days from date of request.
- Germantown Municipal School District has the right, at its discretion, to terminate or renegotiate this Agreement due to occurrence, event, or action beyond its control.
- The District reserves the right to extend the terms, conditions and prices of this contract to other Institutions (such as State, Local and/or Public Agencies and/or School Districts) who express an interest in participating in any contract that results from the bid. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods/services by bidding of this service. Bidder agrees that Germantown Municipal School District shall bear no responsibility or liability for any agreements between bidder and the other Institution(s) who desire to exercise this option.

## 2.6 BIDDING REQUIREMENTS AND CONDITIONS

- Sealed Bids will be received at the GMSD District Office—3350 South Forest Hill Irene Road, Germantown, TN 38138—**before Tuesday, March 26, 2024, at 2:00 P.M.** Timely receipt of bids will be determined by this date and time at the address specified. Hand delivery is encouraged to ensure timely receipt. **No bid will be accepted after 2:00 P.M. on March 26, 2024.**
- Questions regarding bid specifications should be directed via email to **John Truong**, Operations Supervisor, Germantown Municipal School District, [john.truong@gmsdk12.org](mailto:john.truong@gmsdk12.org), by no later than 4:00 p.m. Central time on Tuesday, March 19 by 4:00 p.m. **All questions must be submitted by email; no oral questions will be accepted.** [Purchasing questions related to this bid must be submitted electronically to Jackie Saunders, at \[Jacqueline.saunders@gmsdk12.org\]\(mailto:Jacqueline.saunders@gmsdk12.org\), no later than 4:00 p.m. Central](#) time on **Tuesday, March 19, 2024. All questions must be submitted by email; no oral questions will be accepted.**
- **All price quotations and related materials must be received in a sealed envelope and marked with label provided to clearly display time, date, and nature of bid.**
- All material that is submitted in accordance with this solicitation becomes the property of Germantown Municipal School District and will not be returned.
- The bidder shall submit their bid upon the forms furnished by the Purchasing Department of Germantown Municipal School District. **On the bid form**, the bidder shall specify **a unit price** in figures for each pay item for which a quantity is given. The bidder must also show the **products of the respective unit prices and quantities** written in figures in the column. "Amount Bid," and the **total amount of the bid** obtained by adding the amounts of the several items. All figures should be written in blue ink or typed. *Penciled entries will not be accepted, and the bid will be rejected.*

- The bid as well as the **Certification Agreement** and **Hold Harmless Agreement (included in Vendor's Packet)** shall be signed in ink by the individual or agency authorized to sign and submit this bid for the bidder.
- Mistakes may be crossed out and correction inserted before submission of the bid. The person signing the bid shall initial correction in ink. Any other type of alteration to this bid document by a vendor will deem that vendor's response null and void.
- The bid signature page must include the bidder's name and address and the state and address in which the business is domiciled.
- The successful vendor shall be a licensed contractor in the State of Tennessee and shall meet all necessary legal requirements of conducting business with Germantown Municipal School District.
- Bidder must submit a list of three (3) references for projects completed. References shall be for projects of similar size and scope. References shall include: company name, address, telephone number, contact name, email address and date project was completed.
- The successful bidder shall meet the necessary legal requirements for conducting business with the Germantown Municipal School District.
- No bid may be withdrawn for a period thirty (30) days after the bid opening without written approval of the Procurement Analyst.
- Bidder's recommendation must be compliant with local, state and federal laws and regulations including but not limited to seismic. The successful bidder shall perform its obligations hereunder in compliance with any and all applicable federal, state and local laws, rules and regulations, including applicable licensing requirements, according to sound engineering, management and safety practices and in compliance with any and all reasonable rules of the school districts relative to the premises.

## 2.7 LIABILITIES

- It is understood that the bidder, if awarded an order or contract pursuant to this bid, agrees to protect, defend, and save harmless, Germantown Municipal School District from any suits or demands for payment that may be brought against it as a result of the contract.
- The successful bidder agrees that it will function as an independent contractor and agrees to indemnify and hold harmless Germantown Municipal School District, its Board Members, employees, and agents for any and all claims that may arise out of its duties contracted for pursuant to this bid.
- Successful bidders and their employees must adhere to all applicable school policies and procedures.
- The successful bidder will be responsible for obtaining and furnishing any/all permits with local and/or state code enforcement agencies to complete the project as described in this bid.
- The bidder shall hold the District, its officers, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopied righted composition, secret process, patented or unpatented invention under this bid, and agrees to defend, at its own expense, any and all action brought against the District because of the unauthorized use of such articles.
- The District, by execution of this Agreement, assumes no liability for damages caused to persons or property by reason of Contractor providing services herein or for injury to any employee, agent or subcontractor of the Contractor performing under this Agreement.

## **2.8 IRREGULAR BIDS**

Bids will be considered non-responsive and shall be rejected for the following reasons:

- If the Bid Form(s) are on a form other than that furnished by the District or if the form is altered or any part thereof is detached.
- If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
- If the bidder adds any provisions reserving the right to accept or reject an award, or to enter a contract pursuant to an award.
- If the Bid Form does not contain a unit price for each pay item listed except in the case of alternate pay items.
- If the Bid Documents are not sealed when received by the District.
- If the Signature Page or other documents requiring a signature are not signed in ink.
- If Addenda are not signed, in ink, and returned with the Bid Documents.

## **2.9 SAMPLES**

Requirements for samples are as follows:

- Samples of items, when required, shall be furnished free of cost to the District.
- Samples of items selected may be retained for future comparison.
- Samples that are not destroyed by testing, or that are not retained for future comparison will be returned upon request at the bidder's expense.

## **2.10 DOCUMENTS INCLUDED IN CONTRACT**

The specifications, terms/conditions and detailed requirements shall become a part of any contract agreement and/or purchase order that result from this bid.

## **2.11 DEFAULT**

In case of default by the bidder, the District may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the bidder, the difference between the price named in the contract or purchase order and actual cost thereof to the District. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. Periods of performance may be extended if the facts as to the case of delay justify such extension in the opinion of the District.

## **2.12 DISQUALIFICATION OF BIDDERS**

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

- More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.
- Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for future work with the District until any such participant shall have been reinstated as a qualified bidder.
- Bidder, or its principals or affiliates, is disbarred, suspended, or ineligible from federal contracting.

## **2.13 BID BOND**

When required, bid will be accompanied by a 5% Bid Bond or a Cashier's Check in an amount not less than the amount indicated on the Bid. Bid Bonds shall be signed by the bidder and their surety.

company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond. When required, bidders must supply certificate of insurance or bonds through a company that is authorized to do business in the State of Tennessee.

#### **2.14 PUBLIC RECORDS**

Notwithstanding anything to the contrary contained herein or within the other document supplied to Germantown Municipal School District by the Contractor, the Contractor understands and acknowledges that the District is a governmental entity subject to the State of Tennessee Public Records Act and that any reports, data or other information supplied to the District regarding services performed hereunder may be subject to disclosure as a public record in accordance with the laws of the State of Tennessee.

#### **2.15 WARRANTY**

The Contractor warrants to the District that all goods/work shall be free from defects in design and faulty or improper materials and/or workmanship, shall be in strict compliance with the terms of this Agreement and shall be fit and sufficient for the purpose intended. This warranty- labor and material- (Manufacturer's Standard) shall be effective for one year from the date of acceptance by the District of such goods and/or services as satisfactorily complete, and shall be in addition to all other warranties, express, implied or statutory. The warranty shall survive the termination or expiration of this Agreement.

#### **2.16 COLLUSION**

Bidders, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

#### **2.17 CONFLICTS OF INTEREST**

By submitting a proposal, the Bidder certifies that no amount shall be paid directly or indirectly to an employee or official of Germantown Municipal School District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Bidder in connection with the procurement under this Bid.

Any individual, company or other entity involved in assisting the District in the development, formulation, or drafting of this Bid or its scope of services which shall be considered to have been given information that would afford an unfair advantage over other Bidders and said individual, company or entity may not submit a proposal in response to this Bid.

#### **2.18 INDEMNIFICATION**

The Contractor shall indemnify, hold harmless and defend regardless of outcome, the District from expenses of and against all suits, action, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

### **2.19 ALCOHOL AND DRUG-FREE WORKPLACE**

Along with its bid, the bidder shall submit the affidavit certifying compliance, requiring the Contractor and its subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the Contract. *The affidavit form is attached.*

### **2.20 CONSIDERATION**

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid form by the unit bid prices. The results of such comparisons will be available on the Purchasing page of [www.gmsdk12.org](http://www.gmsdk12.org). The District reserves the right to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Purchasing Department, it is in the best interest of the District.

### **2.21 FAILURE TO EXECUTE CONTRACT**

Failure to execute the contract, file acceptable bonds and submit acceptable evidence, if required by contract, of good faith efforts to obtain participation by disadvantaged businesses within 15 calendar days after the contract has been received by the bidder shall be just cause for the cancelation of the award of contract and the forfeiture of the cash or bid bond which shall become the property of the District, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the District may decide.

### **2.22 TERMINATION FOR CONVENIENCE**

The performance of work under this contract may be terminated by the District in accordance with this subsection in whole, or from time to time in part, whenever it shall be determined that such termination is in the best interest of the District. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

### **2.23 NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this contract, funds for this contract are payable from state, federal, and/or local appropriations. In the event that no funds or insufficient funds are appropriated and budgeted for monetary obligations which would otherwise be due and owing under the terms of this contract, this contract shall become null and void. After such termination of this contract, the Customer shall have no continuing obligation under the terms of this contract.

In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed to the termination date. Such termination by the District shall not be deemed a Breach of Contract by the District, and the Contractor shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount that have not been earned as of the date of termination.

### **2.24 BID PROTEST**

Any protest concerning the award of this bid shall be addressed to the Procurement Analyst. Protest shall be made in writing to the Procurement Analyst and shall be filed within seven (7) days after the intended award is announced. A protest is considered filed when received by the Procurement Analyst. The written protest shall include the name and address of the protester, identification of the procurement, a statement of the specific reasons for the protest and supporting.

exhibits. The submitted information will be reviewed with the appropriate Department Head and Superintendent to render a final decision and a formal response provided within seven days. This decision relative to the protest shall be considered final.

### **2.25 BID WITHDRAWAL**

At any time up to the hour and date set for opening of bids, a bidder may withdraw his/her bid. Such withdrawal must be in writing and sent to the Procurement Analyst at the address set forth herein, and delivered in person. Such withdrawal shall be effective only upon receipt by the Procurement Analyst and will not preclude the submission of another bid by such bidder to the hour and date set for the opening of bids.

After the scheduled time for opening of bids, no bidder will be permitted to withdraw his/her bid.

### **2.26 ADDENDA**

Any matter of this bid package that requires explanation or interpretation **must** be submitted in writing by **Tuesday, March 19, 2024, no later than 4p.m.—i.e. a minimum of three (3) business days (excluding weekends and holidays) prior to the time set for the Bid Opening.** Email all questions to [Jacqueline.saunders@gmsdk12.org](mailto:Jacqueline.saunders@gmsdk12.org). All questions will be responded to in the form of written addenda to all Bidders and posted on the **District’s Purchasing page.** *It shall be the vendor’s responsibility to check the website for published addenda. All addenda that a Bidder receives shall become part of the contract documents.*

No addenda will be issued later than three (3) business days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes a revised date for receipt of bids.

### **2.27 CONTRACT AWARD**

Contract Award may be ALL OR NONE based on the “TOTAL BID AMOUNT” on the Bid Form, or the Contract Award may be awarded to multiple bidders if it is in the District’s best interest.

### **2.28 PAYMENT REQUIREMENTS**

The Contractor will be paid in accordance with the Bid Form. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

### **2.29 CHANGES**

The District reserves the right to revise the “Work Locations and Schedule” and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the District. Changes in compensation, which may result from such revisions, shall be documented by an Amendment to the contract and approved by the Deputy Superintendent of the Germantown Municipal School District.

### **2.30 FORCE MAJEURE**

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the District promptly in writing of any cause for delay and the District concurs that the delay was beyond the control and without the fault or negligence of the

Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

### **2.31 COMPLIANCE**

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint and to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in the Termination section (2.32).

If the Contract Administrator is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors' violation. Failure of the Contractor to attend these inspections may result in termination of the contract.

### **2.32 DEFAULT AND TERMINATION OF CONTRACT**

Upon thirty (30) days written notice, with or without cause, the District may terminate this Contract. Following such termination, the District and the Contractor shall agree upon an amount of payment for all Contract items properly performed or furnished prior to the effective date of termination.

### **2.33 ILLEGAL ALIENS**

Contractor warrants that any contract resulting from this Bid:

- Does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States;
- Takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United State constitutes a material breach and shall be cause for the imposition of up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

### **2.34 IRAN DIVESTMENT ACT**

By submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

### **2.35 Non-Boycott of Israel Certification**

The Contractor 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.

### **2.36 LIQUIDATED DAMAGES**

Liquidated damages will be assessed at \$500 per calendar day for every day substantial completion is not achieved past **August 1, 2024**.

## **3. SPECIFICATIONS**

### **3.1 GENERAL SPECIFICATIONS**

The specifications provided are not intentionally written around any one manufacturer and are for the purpose of indicating general information needed. The District hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposes to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications. The bidder shall abide by and comply with the true intentions of the specifications and not take advantage of any unintentional

Changes to the bid specifications are not valid unless authorized in writing by the Germantown Municipal School District Purchasing Department by means of an addendum.

**3.2 MATERIAL SPECIFICATIONS**

**Exceptions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***When taking an exception(s) please return the specification page(s) and exception page with your submitted bid package.***

**3.3 QUESTIONS**

Questions concerning specifications should be sent to Mr. John Truong, Operations Supervisor, Germantown Municipal School District, via e-mail to [john.truong@gmsdk12.org](mailto:john.truong@gmsdk12.org). All inquiries concerning Purchasing should be directed to Jackie Saunders via email to [Jacqueline.saunders@gmsdk12.org](mailto:Jacqueline.saunders@gmsdk12.org).

**GERMANTOWN MUNICIPAL SCHOOL DISTRICT**  
**BID CERTIFICATION SIGNATURE PAGE**  
*Germantown Municipal School District*  
*3350 South Forest Hill Irene Rd.*  
*Germantown, TN 38138*

**BID # GMSD FY2024-003**

**BID TITLE: Farmington Elementary School Painting Project**

This response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this bid. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.

Federal identification Number	Contractor's License No.	Addtl. License Nos. (if Required)	
Company Name		State of Domicile	
Mailing Address	City	State	Zip Code
Contractor or Authorized Representative's Printed Name		Phone Number (with Area Code)	
E-Mail Address		Fax Number (with Area Code)	

*By signing, the contractor acknowledges his/her responsibility for this bid, and that he/she will comply with all the terms, conditions, and specifications of this bid.*

Contractor or Authorized Representative's Signature	Date Signed
---	-------------

If **not domiciled** in the State of Tennessee, please provide an address where business is conducted in the State of Tennessee, if applicable:

By signing, the contractor acknowledges his/her responsibility for this bid, and that he/she will comply with all the terms, conditions, and specifications of this bid.	Contractor or Authorized Representative's Signature	Date Signed	If <b>not domiciled</b> in the State of Tennessee, please provide an address where business is conducted in the State of Tennessee, if applicable:
By signing, the contractor acknowledges his/her responsibility for this bid, and that he/she will comply with all the terms, conditions, and specifications of this bid.	Contractor or Authorized Representative's Signature	Date Signed	If <b>not domiciled</b> in the State of Tennessee, please provide an address where business is conducted in the State of Tennessee, if applicable:

**This page must be signed with an original signature and returned with your BID documents.**

**BID FORM**  
**BID # GMSD BID #FY2024-003**  
**Farmington Elementary School**  
**Painting Project**

***\*Project can begin possibly sooner, but no later than May 23, 2024*** \_\_\_\_\_

***\*Project must be completed no later than August 1, 2024. BIDDER:***

Bid shall be filled in completely, by the Contractor, in the bid schedule by indicating total dollars and cents. All costs, including hourly rates, will be included here and will be fully-burdened to include, but not limited to: wages, transportation, lodging, overhead, and per diem. All figures shall be written in ink or typed. Penciled entries will NOT be accepted and will be considered irregular and rejected.

***Bidders must indicate project completion time after receipt of order (A.R.O.). Project Completion Date is critical and will be a factor in the evaluation and award of this bid. Dates of work and schedule must be coordinated with John Truong, Operations Supervisor Germantown Municipal School District, [john.truong@gmsdk12.org](mailto:john.truong@gmsdk12.org), 901-752-7900.***

**Project Completion Date:**

**State your cost per \$1000.00 for Performance, Materials and Labor Bond (if required): \$** \_\_\_\_\_

<b>Company Name:</b>			<b>Address:</b>				
<b>Organized and existing under the laws of the State of :</b>		<b>and doing business as:</b>	a corporation	a partnership	an individual	a limited liability company	other
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	<b>Telephone (with Area Code):</b>		<b>Fax (with Area Code):</b>		
<b>Name:</b>				<b>Title:</b>			
<b>Authorized Signature:</b>					<b>Date:</b>		

**THIS PAGE MUST BE SIGNED (IN INK) & RETURNED WITH YOUR BID**

SECTION 00310-BID FORM

The Bid includes all work shown on the plans and listed in the specifications.

A. All areas in the specifications (\$ \_\_\_\_\_ )

State amount in both words and figures.

**GRAND TOTAL(\$ \_\_\_\_\_ )**

**STATE AMOUNT IN BOTH WORDS AND FIGURES**

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of ONE HUNDRED TWENTY (120) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will submit the following documents within ten (10) days:

1. Executed formal contract (attached as Section 00510)
2. Executed performance bond (attached as Section 00610)
3. Certificates of insurance coverage per Section 00710 Article 20

The bid security attached in the sum of five percent (5%) of the bid is to become the property of the Owner in the event the contract, bond and insurance certificates are not executed within the time limit set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Bidder acknowledges receipt of Addendum(s) Nos. \_\_\_\_\_

Respectfully submitted,

Contractor's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed or Typed Name and Title \_\_\_\_\_

Business Address \_\_\_\_\_

Seal Required - if bid is by a corporation.

All bids must be received, and time stamped at Germantown Municipal School District Administrative Offices, 3350 South Forest Hill Irene Rd. Germantown, TN 38138, prior to stated bid opening date and time. Bids received after the specified date and time will be considered late and will not be opened.

All price quotations and related materials must be received in a sealed envelope. Time, date, and nature of bid must be clearly marked on face of sealed envelope as well as appropriate Contractor's License information.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

License Classification \_\_\_\_\_

**Jackie Saunders  
Procurement Services  
Germantown Municipal School  
District  
3350 Forest Hill Irene Rd.  
Germantown, TN 38138**

**BID # GMSD FY2024-003  
Farmington Elementary School  
Painting Project  
Tues. March 26, 2024 @ 2:00  
P.M. Central Time**

**CONTRACTOR'S QUALIFICATIONS & REFERENCES**

All Contractors/vendors for these services must have adequate industry and professional qualifications. The District will confirm the below qualifications and references prior to awarding the Contract.

1. All contractors/vendors must be in business for a minimum of **at least three continuous years.**

2. Please note contractor license and qualifications (if applicable): \_\_\_\_\_

**Legal Name of Company:** \_\_\_\_\_

**Street/Mailing Address:** \_\_\_\_\_

**Type of Entity (Corp., LLC, etc.):** \_\_\_\_\_ **State Est:** \_\_\_\_\_

**Main Telephone No.:** \_\_\_\_\_ **Main Fax No.:** \_\_\_\_\_

Number of Continuous Years in Business: \_\_\_\_\_

Number of Employees Full-Time: \_\_\_\_\_ Part-Time: \_\_\_\_\_

Name of the main contact person and project superintendent (if applicable) planned for this project (including qualifications, experience and technical skills):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Largest similar construction project completed from 2014 to present (if applicable):

- Name of Customer and/or Project and Cost: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project experience with renovations and/or building of similar projects:

- Name of Customer and/or Project and Cost: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR'S QUALIFICATIONS & REFERENCES**  
**(continued)**

**REFERENCES (Provide three (3) references.)**

**1. Name:** \_\_\_\_\_  
Date of Project (if applicable): \_\_\_\_\_  
Specific Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Primary Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**2. Name:** \_\_\_\_\_  
Date of Project (if applicable): \_\_\_\_\_  
Specific Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Primary Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**3. Name:** \_\_\_\_\_  
Date of Project (if applicable): \_\_\_\_\_  
Specific Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Primary Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**DRUG AND ALCOHOL TESTING ACKNOWLEDGEMENT STATEMENT AND AFFIDAVIT**

Comes \_\_\_\_\_, for and on behalf of  
*(Printed Name of Principal Officer of Company)*

\_\_\_\_\_, the "Company" and makes oath that:

(i) the Company has received a copy of the relevant portions of Germantown Municipal School District Vendor Registration Packet and Policies; (ii) the Company understands that it must have a drug and alcohol policy in effect for its employees.

\_\_\_\_\_  
Signature  
Title: \_\_\_\_\_

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**STATEMENT OF NO BID**

Please take a few minutes to complete this form and return it to [jacqueline.saunders@gmsdk12.org](mailto:jacqueline.saunders@gmsdk12.org) if you are submitting a "No Bid" response.

We ask that you place an "X" on the appropriate blank that corresponds with your company's "No Bid" response.

- 1. \_\_\_\_\_ Specifications too "tight," i.e. geared toward one (1) brand or manufacturer only. (Briefly explain below.)
- 2. \_\_\_\_\_ Specifications are unclear. (Briefly explain below.)
- 3. \_\_\_\_\_ We are unable to meet specifications.
- 4. \_\_\_\_\_ Insufficient time to respond to Invitation to Bid (Briefly explain below, if fault of GMSD.)
- 5. \_\_\_\_\_ Our schedule would not permit us to perform within the required time.
- 6. \_\_\_\_\_ We are unable to meet bond requirements.
- 7. \_\_\_\_\_ We are unable to meet insurance requirement.
- 8. \_\_\_\_\_ We do not offer this product or service.
- 9. \_\_\_\_\_ Other (Specify below.)

Further remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

## Germantown Municipal School District Iran Divestment Act Compliance

The Iran Divestment Act of 2016, effective as of July 1, 2016, is codified at TCA § 12-12-101 *et seq.* The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the DISTRICT, from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in TCA § 12-12-105, a person engages in investment activities in the energy sector if:

- (1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas, for the energy sector of Iran; or
- (2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to §12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee’s chief procurement officer to publish on the State’s website a list of persons it determines engage in investment activities in Iran (the “Prohibited Entities List”).<sup>1</sup>

Any BIDDER that is on the Prohibited Entities List will be ineligible to contract with the DISTRICT.

Pursuant to the Act, any BIDDER that attempt to contract with the DISTRICT must certify, at the time the bid is submitted, that the BIDDER is not identified on the Prohibited Entities List. A bid shall not be considered for award, nor shall any award be made where the BIDDER fails to submit a signed and verified Bidder’s Certification.

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<sup>1</sup> The State of Tennessee’s list, published in July 2016, can be found on the following website: [https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106,\\_Iran\\_Divestment\\_Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

**Germantown Municipal School District  
Bidder's Certification of Compliance with Iran Divestment Act  
TCA § 12-12-101 et seq.**

Comes \_\_\_\_\_, for and on behalf.  
*(Printed name of Principal Office of Company)*

\_\_\_\_\_, (the "Company") and, after being duly

authorized by the Company so to do, makes oath that:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to the Iran Divestment Act, TCA § 12-12-106.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## **ITB # GMSD BID #FY2024-003**

### Farmington Elementary School Painting Project

GMSD Department of Operations

Note: drawings are incorporated as part of this bid.

**Non-Boycott of Israel Certification**

The Contractor 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.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

Sworn to and subscribed before me, a Notary Public, this

day of \_\_\_\_\_ 2024

My commission expires on \_\_\_\_\_

**GMSD BID # FY2024-0003 FARMINGTON ELEMENTARY SCHOOL  
PAINTING PROJECT**

**ATTACHMENT A**

**General Paint Bid Specifications**

1. It is the intention of these specifications to have all existing painted surfaces repainted. All paint shall be applied at the manufacturer's recommended mil thickness per coat. In any case, the application shall be sufficiently heavy to achieve pleasingly uniform color and lucid effect.
2. Successful bidder shall supply a 24" x 24" sample of each type and color paint for owner's approval before any paint is applied. At this time the contractor must perform a Field Adhesions Test. Preferred method is the Cross-Cut Test. This method is utilized in evaluating the adhesion of either one or multiple coats. The procedure consists of cutting a grid pattern of perpendicular lines through the paint all the way to the substrate, then spreading pressure-sensitive tape (3M 250 flatback masking tape) over the cuts and rapidly pulling it off. Qualitative measurements are quickly observable and result in either pass/fail or on a scale of 0-5 in accordance with ASTM D3359 procedure specification. These samples and testing shall be applied at the job site in an area as permitted by owner. Also, Germantown Municipal School District representative shall review the first finished room, space, etc. and when applicable, shall be used as project standard for each color scheme.
3. All paints shall be delivered to the job mixed and shall not be thinned on the job.
4. Contractors shall furnish all labor, materials, tools, and equipment necessary for a complete repainting job.
5. All paint shall be applied by brush or roller except where other applications are permitted in writing by GMSD.
6. All previously painted areas shall be repainted. All articles affixed to buildings, such as hardware and light fixtures removed by painting contractor, shall be replaced after completing painting of that area. All electrical device plates must be removed stored carefully and replaced after paint has dried. It shall be the responsibility of the painting contractor to record any area that was identified during the project walk- through as NOT TO BE PAINTED. Otherwise, refer to Paragraph #1 above of the Paint Bid Specifications.

7. Color shall be selected and approved by Germantown Municipal School District.
8. Miscellaneous pre-finished items such as grill, diffusers, etc. that does not blend with color schemes shall be painted as directed by Owner. All paints and materials shall be first line, brand name and approved by Owner before work is started. SEE THE ATTACHED PAINT SPECIFICATION LIST
9. It shall be the responsibility of the contractor to provide approved storage for materials and equipment at a location approved by the Owner. **NO PAINT, MATERIALS OR EQUIPMENT SHALL BE STORED WITHIN ANY GERMANTOWN SCHOOLS BUILDING.**
10. All staging, scaffolds, ladders, etc. shall always be maintained in a manner to meet OSHA Safety Requirements and not be a hazard to Germantown School personnel. Adequate exits from all buildings shall be maintained in all areas to meet Fire Marshal's regulations.
11. All non-painted areas, such as scrubs, floors, glass, etc. shall be protected. Upon completion of work, the contractor shall remove all splattering and remove all paint-related rubbish from premises. The paint contractor shall be held responsible for any related damages.
12. The paint contractor shall supply two (5) gallons of each paint applied for each job site. The paint shall be in new unopened containers, identified by brand, color and formula for Owner's future use. The painting contractor shall also supply Germantown Schools Close out Documents listing all paint colors (including formulas) paint manufacturer's warranty, MSDS (Material Safety Data Sheets) sheets and product specification sheets for all products used for each job site.

### **General Specification for Cleaning and Preparation**

1. Proper product selection, surface preparation, and application affect coating performance. Coating integrity and service life will be reduced because of improperly prepared surfaces. Selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system.
2. Selection of the proper method of surface preparation depends on the substrate, the environment, and the expected service life of the coating system. Economics, surface contamination, and the effect on the substrate will also influence the selection of surface preparation methods.
3. The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.

4. Remove mildew before painting by washing with a solution of 1-part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry 48 hours before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that meets your skin. Do not add detergents or ammonia to the bleach/water solution.
5. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher to use low temperature products.
6. Refer to the current MSDS/EDS for specific VOCs (calculated per 40 CFR 59.406). VOCs may vary by base and sheen.
7. All remaining metal lockers in shall be prepped and paint throughout the school.
  - a. Remove all removable locker hardware and save for reinstall.
  - b. Prep lockers by sanding all exterior and interior surfaces with 3M Scotch-Brite Extra Duty Hand Pad 6444 6" x 9" Aluminum Oxide FIN Grit-60 Pads.
  - c. Clear all exterior and interior surfaces with low VOC degreasing cleaner.  
When Lockers are completely dry and directly before paint application wipe with 3M adhesive tack cloth.
8. Metal doors and frames preparations.
  - a. Prep by sanding off all unknown paint down to original manufactures primer. Where metal is exposed re-prime with commercial metal primer.
  - b. Repair all holes by welding or by using like metal fastener to fill hole, sand or grind smooth. Then finishing and smoothing use 3M Bondo Body Filler.
9. Wood Door preparations and paint process throughout the school except new renovation including PE Gym.
  - a. Prep wood door by sanding through sealer/ varnish, and paint to raw wood or to original manufactures primer but not through the veneer layer. Final sanding before paint application must be with the grain on the wood and using 180 grit 3M sandpaper.
  - b. Remove all dust and debris in preparation for applying oil base primer and oil base paint.

10. Wood Door preparation and varnish process throughout the school except new renovation .
  - a. Pre wood doors by lightly sanding all surfaces with 200 grit 3M sanding block.
  - b. Remove all dust, debris and clean for varnish application.
  - c. Apply Urethane sealer/Varnish; Fabulon HD Poly 1609585

### **General Specifications for Exterior Painting of School**

1. Exterior surfaces shall be pressure washed @ 3000 psi to insure removal of chalk, mold, mildew, or any other foreign material. Wood surfaces shall be pressure washed @ a maximum of 3000 psi. Where needed, other additional approved means, as may be necessary, shall be used to insure removal of all other foreign materials.
2. All surfaces after having been properly cleaned and de-scaled shall have all joints resealed by proper method and all areas that have been cleaned to the primary surface material shall be spot primed with a minimum of coat primer and two coats of finish, allowing an adequate amount of drying time before primary finish is applied.
3. All painted surfaces shall have a minimum of two coats at 150 square feet per gallon with Okon Paint booster additive (or approved equal).
4. Metal Surfaces: All metal surfaces shall be properly cleaned prior to application of finishing products by sandblasting, wire brush, sanding, water blasting, etc. and prepared for final finishes by applying the appropriate primer for the type of metal:
5. Caulking and Putty: Prior to any finish, all surfaces cleaned, loose caulking, putty, and masonry fillers shall be replaced with an Owner Approved material.
6. Masonry and/or concrete shall be washed with a minimum of 3000 psi to insure a clean prepared surface free of putty and masonry fillers etc.
7. Exterior painting shall not be done while surfaces are damp, wet, or frosted. Temperature must be above 50 degrees Fahrenheit.
8. All exterior Architectural concrete block and masonry shall be 3000 psi washed to remove old paint and/or other sealants prior to application of new finish in compliance with pages #8 for sealer application where no paint is applied. Where concrete block exists an extra coat of paint with Okon Paint Booster (or approved equal) shall be applied to all joints with blocks to be back rolled.

9. All exterior brick veneer must be pressure washed, Pressure wash with water at 3000 PSI, and 3 GPM using a 15-degree nozzle. The user shall make a sweeping motion with the spray gun and the nozzle must be held between 12" and 15" from brick surface.
10. Where applicable, Second, Finish Paint shall comply with "Specifications for Exterior Painting of Schools".
11. All other exterior painting, caulking, and sealing shall comply with manufactures specifications.
12. All products and procedures used shall meet or exceed those specified.
13. Masonry Repair and Re-pointing: Masonry Re-pointing should occur only where necessary. Deteriorated mortar shall be removed to a point where stable undamaged mortar exists or a minimum of 1/2" (inch) without causing damage to existing brick or other adjacent units. Joints shall be repaired in such a manner as that the new mortar matches the existing historic mortar in composition, color, texture, tooling, size, and profile of joint. Prepackaged "masonry cements" generally containing Portland cement, are allowed if they match existing masonry. When necessary, appropriate steps shall be taken to modify the mortar mixture to match existing joint compound. Where older, softer historic brick exist, the following soft, lime rich mortar mix is recommended: 1-part white Portland cement, 3 parts Type S hydrated lime, 6 parts sand with no admixture.

### **General Specifications for Interior Painting of School**

1. Remove any scaling with wire brush, scraping tool or sandpaper and spot prime or block fill then add two finish coats.
2. Paint all walls with two finish coats per product specifications or until properly covered. If there is a change in color, always use two coats. If necessary, third and fourth coats shall be applied until it effectively covers the existing paint color.
3. Neatly cut-in around all graphics to create appearance that no painting has been done.
4. Complete painting in one area of the school before moving to another area, staying ahead of Plant Manager's cleaning and/or in conjunction with other construction tasks or trades.
5. All metal and wood trim must be sanded with 180 grit free sandpaper by 3M Company.

6. Check all walls for loose paint or caulking. Clean by wire brush. Spot prime with block filler, if necessary. Caulk any open mortar joint, expansion joint and doorframes. Repair all defects in drywall surfaces. Add scaling putty when missing. Strain all paint material from original containers and restrain all material left over from previous day.

**Finishes:**

1. CMU: **Semi-Gloss or Satin**
2. Gypsum Walls: **Eg-Shel**
3. Hard Ceiling: **Eg-Shel**
4. Handrails, Bollards, Door Frames, Steel Doors, Window Frames: **Gloss**
5. Fire Extinguishers cabinets and Fire safety areas: **Gloss**
6. Urethane sealer: **Satin**
7. Metal lockers: **Semi-Gloss**

**Sherwin Williams Specification: Interior Paint & Exterior Paint Surfaces-Specified product/color or approved equal should be used in each specified application/ setting.**

**a. ProMar® 200 Zero VOC Interior Latex** — A durable, professional quality zero VOC vinyl acrylic topcoat available in a Flat, Low Sheen, Eg-Shel, and Semi-Gloss finishes.

**b. Pro Industrial™ Pre-Catalyzed Water based Epoxy** — A single component, waterborne acrylic epoxy that offers the durability and resistance to stains and most cleaning solvents usually characteristic of two-component water-based epoxies. Available in an Eg-Shel and Semi-Gloss finish.

**c. Pro Industrial Water Based Catalyzed Epoxy** — A two-component, water-based epoxy formulated to provide excellent corrosion resistance, chemical resistance, abrasion resistance, and moisture resistance. Available in an Eg-Shel and Gloss finish.

**d. Pro Industrial Acrylic Coating** — A single component, light industrial, 100% acrylic coating that flows and levels to a smooth finish. Available in an Eg-Shel, Semi-Gloss, and Gloss finishes.

**CMU —Concrete Masonry Units with existing and new**

*Semi-Gloss Finish*

**Filler:** PrepRite Block Filler, B25W25

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** ProClassic Waterborne Interior Acrylic Semi-Gloss Enamel, Deep Base B31W01153 or Extra White B31W01151

**2nd coat:** ProClassic Waterborne Interior Acrylic Semi-Gloss Enamel, Deep Base B31W01153 or Extra White B31W01151

**Alternate:**

**Filler:** PrepRite Block Filler, B25W25 (New CMU)

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2<sup>nd</sup> coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

*Eg-Shel Finish*

**Alternate:**

**Filler:** PrepRite Block Filler, B25W25

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Eg-Shel, K45 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Eg-Shel, K45 Series

**Masonry and Concrete — Ceilings and Soffits**

*Flat Finish*

**Primer:** Loxon Concrete & Masonry Primer Sealer, A24W8300

**1st coat:** A-100 Exterior Latex Flat Extra White, A06W00151

**2nd coat:** A-100 Exterior Latex Flat Extra White, A06W00151

**Gypsum Board — Walls**

*Semi-Gloss Finish*

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** ProClassic Waterborne Interior Acrylic Satin Extra White, B20W01151

**2nd coat:** ProClassic Waterborne Interior Acrylic Satin Extra White, B20W01151

*Semi-Gloss — High Performance Finish*

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

### **Gypsum Board — Walls**

*Eg-Shel Finish*

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** ProClassic Waterborne Interior Acrylic Satin Extra White, B20W01151

**2nd coat:** ProClassic Waterborne Interior Acrylic Satin Extra White, B20W01151

*Egg-Shel — High Performance Finish*

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** Pro Industrial Pre-Catalyzed Water based Epoxy Eg-Shel, K45 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water based Epoxy Eg-Shel, K45 Series

### **Gypsum Board — Ceilings and Soffits Flat Finish**

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** Optimus Flat Wall Paint Extra White B30WW6151

**2nd coat:** Optimus Flat Wall Paint Extra White

### **Wood — Painted Doors, Frames, Trim and Chair Rails**

*Semi-Gloss Finish*

**Primer:** PrepRite ProBlock® Latex Primer/Sealer B51 Series

**1st coat:** Pro Industrial Acrylic Semi-Gloss, B66-650 Series

**2nd coat:** Pro Industrial Acrylic Semi-Gloss, B66-650 Series

**Alternate:**

**Primer:** PrepRite ProBlock® Latex Primer/Sealer B51 Series

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

### **Wood — Stained Doors, Frames, Trim, Chair Rails and Shelving**

*Stained Finish*

**Stain:** Wood Classics® 250 Stain, A49-800 Series

**2nd coat:** Fabulon HD Poly 1609585

**3rd coat:** Fabulon HD Poly 1609585

### **Ferrous Metal — Doors, Frames and Miscellaneous Metals**

*Semi-Gloss Finish*

**Primer:** Pro Industrial™ Pro-Cryl® Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Acrylic Semi-Gloss, B66-650 Series

**2nd coat:** Pro Industrial Acrylic Semi-Gloss, B66-650 Series

**Alternate:**

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

### **Ferrous Metal — High Performance Finish (Including Handrails)**

*Eg-Shel or Gloss Finish*

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel B73-360 Series or Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel B73-360 Series or Gloss, B73-300 Series

### **Non-Ferrous Metal — Galvanized/Aluminum Metal Surfaces**

*Semi-Gloss Finish*

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Acrylic Semi-Gloss, B66-650 Series

**2nd coat:** Pro Industrial Acrylic Semi-Gloss, B66-650 Series

**Alternate:**

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

### **Non-Ferrous Metal — High Performance Finish (Including Handrails)**

*Eg-Shel or Gloss Finish*

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series or Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series or Gloss, B73-300 Series

### **Kitchen/Cafeteria/Restroom/Locker Room: CMU —Concrete Masonry Units (Dry Areas)**

*Gloss — High Performance Finish*

**Filler:** Loxon Block Surface, A24W200

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

*Semi-Gloss Finish*

**Filler:** Loxon Block Surface, A24W200

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

*Eg-Shel Finish*

**Filler:** Loxon Block Surface, A24W200

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Eg-Shel, K45 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Eg-Shel, K45 Series

*Eg-Shel — High Performance Finish*

**Filler:** Loxon Block Surface, A24W200

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series

**Masonry and Concrete — Ceilings and Soffits**

*Flat Finish*

**Primer:** Loxon Concrete & Masonry Primer Sealer, A24W8300

**1st coat:** ProMar 200 Zero VOC Interior Latex Flat, B30-2600 Series

**2nd coat:** ProMar 200 Zero VOC Interior Latex Flat, B30-2600 Series

**Gypsum Board — Walls (Dry Areas)**

*Gloss — High Performance Finish*

**Filler:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

*Semi-Gloss Finish*

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

*Eg-Shel Finish*

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Eg-Shel, K45 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Eg-Shel, K45 Series

*Eg-Shel — High Performance Finish*

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-300 Series

**Gypsum Board — Ceilings and Soffits Flat Finish**

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** Optimus Flat Wall Paint Extra White, B30WW6151

**2nd coat:** Optimus Flat Wall Paint Extra White, B30WW6151

**Ferrous Metal — Doors, Frames and Miscellaneous Metals**

*Semi-Gloss Finish*

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Acrylic Semi-Gloss, B66-650 Series

**2nd coat:** Pro Industrial Acrylic Semi-Gloss, B66-650 Series

**Alternate:**

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**Ferrous Metal — High Performance Finish (Including Handrails)**

*Eg-Shel or Gloss Finish*

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series or Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series or Gloss, B73

**Gymnasium: CMU — Concrete Masonry Units**

*Gloss — High Performance Finish*

**Filler:** Loxon Block Surfacer, A24W200

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** ProClassic Waterborne Interior Acrylic Semi-Gloss Enamel, Deep Base B31W01153 or Extra White B31W01151 Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

**2nd coat:** ProClassic Waterborne Interior Acrylic Semi-Gloss Enamel, Deep Base B31W01153 or Extra White B31W01151

**Alternate:** *Gloss — High Performance Finish*

**Filler:** Loxon Block Surface, A24W200

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

Semi-Gloss

**Filler:** Loxon Block Surfacer, A24W200

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

Eg-Shel — High Performance Finish

**Filler:** Loxon Block Surfacer, A24W200

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series

**Gypsum Board — Walls**

Gloss — High Performance Finish

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

Semi-Gloss

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

Eg-Shel — High Performance Finish

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series

### **Gypsum Board — Ceilings and Soffits**

#### *Flat Finish*

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1<sup>st</sup> coat:** Optimus Flat Wall Paint Extra White, B30WW6151

**2<sup>nd</sup> coat:** Optimus Flat Wall Paint Extra White, B30WW6151

### **Interior/Exterior Hard Ceilings (Plaster)**

**Primer:** Multi-Purpose Interior/Exterior Latex Primer/Sealer B51W00450

**1<sup>st</sup> coat:** A-100 Exterior Latex A06W00151

**2<sup>nd</sup> coat:** A-100 Exterior Latex A06W00151

### **Ferrous Metal — Doors, Frames and Miscellaneous Metals (Including Handrails)**

#### *Eg-Shel or Gloss — High Performance Finish*

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series or Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series or Gloss, B73-300 Series

### **Non-Ferrous Metal — Galvanized/Aluminum Metal Surfaces (Including Handrails)**

#### *Eg-Shel or Gloss — High Performance Finish*

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series or Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series or Gloss, B73-300 Series

**Exposed Ceilings and Decking: Ferrous Metal Decking — Including Bar Joists**

*Flat, Eg-Shel, or Semi-Gloss Finish*

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Waterborne Acrylic Dryfall, Flat, Eg-Shel, Semi-Gloss, B42-80 Series

**2nd coat:** Pro Industrial Waterborne Acrylic Dryfall, Flat, Eg-Shel, Semi-Gloss, B42-80 Series

**Non-Ferrous Metal Decking Flat,**

*Eg-Shel, or Semi-Gloss Finish*

**1st coat:** Pro Industrial Waterborne Acrylic Dryfall, Flat, Eg-Shel, Semi-Gloss, B42-80 Series

**2nd coat:** Pro Industrial Waterborne Acrylic Dryfall, Flat, Eg-Shel, Semi-Gloss, B42-80 Series

**Concrete Floors — Pigmented: (Kitchen Areas, Food Service, Restrooms, Labs, Corridors)**

**1st coat:** ArmorSeal 1000 HS Epoxy, B67-2000 Series

**2nd coat:** ArmorSeal 1000 HS Epoxy, B67-2000 Series

**Safety Red Paint- Extinguisher locations and Identifying Fire equipment and devises**

**Primer:** Direct to Metal Enamel Pure White B55W00101

**1<sup>st</sup> coat:** Industrial Enamel Safety Red B54R38

**2<sup>nd</sup> coat:** Industrial Enamel Safety Red B54R38

**Safety Yellow Paint- Bollards**

**Primer:** Direct to Metal Enamel Pure White B55W00101

**1<sup>st</sup> coat:** Industrial Enamel Safety Yellow B54Y38

**2<sup>nd</sup> coat:** Industrial Enamel Safety Yellow B54Y38

**Painting Description entire existing building - (Specified Product/color or approved equal should be used in each specified application/setting.)**

1. Contractor shall relocate and protect all awards, pictures, banners, metal cabinets and all furniture before preparation and painting. After completion painting contractor shall put back all items previously removed.
2. Contractor shall take pictures before performing the work and after for reference.
3. Here is the list of colors that apply to this project. Color may be determined and change after bid award. GMSD will coordinate colors and layout with awarded Bidder.
  - a. Edgecomb Gray HC-173,
  - b. Rainwashed SW6211,
  - c. Halcyon Green SW 6213,
  - d. Underseas SW6214,
  - e. Glad Yellow SW6694,
  - f. Halcyon Green SW6213,
  - g. Jasper Stone SW9133,
  - h. Quietude SW6212
  - i. Tea Chest SW6103
  - j. Dove Wing OC-18
  - k. Espalier SW6734
  - l. Organic Green SW6732
  - m. matte black /Tricorn Black SW6258
  - n. Fabulon HD Poly 1609585
  - o. Safety Red B54R37
4. Base wall color shall be Edgecomb Gray HC-173 through entire building, unless otherwise noted.
5. Do not paint the Teacher Lounge but paint the restrooms and the room that has copy machine with Rainwashed SW6211.
6. Paint all interior doors and door frames including transom above if applicable Halcyon Green SW 6213. Except storage room doors and door frames on East and West walls of the cafeteria. Do not paint the fire rate labels on the door and door frame.

7. Paint all exterior doors and door Frames including transom above if applicable the color shall be match original. Do not paint the fire rate labels on the door and door frame.
8. Paint three walls of all classrooms with Edgecomb Gray HC-173. Except accent wall.
9. Paint classrooms accent wall (Walls opposite from the entry door and identified in Attachment B) Halcyon Green SW 6213.
10. Paint all walls in the classroom 127 with Edgecomb Gray HC-173. Paint all the wooden cabinets whereas expose wood in this room with Halcyon Green SW 6213.
11. Remove all cork strips in all hallways. Paint all hallways and offices with Rainwashed SW6211. Except Kitchen's office, main entrance, the ramp hallway, and the areas those have interior brick walls that have never been painted.
12. The hallways have U-shape (inlets/wider parts of hallway) paint Halcyon Green SW 6213.
13. Apply polka dots design to the three transition hallways, the hallways are identified in Attachment B and see figure 2 & 3 for sample. These polka dots apply to only one side of a hallway. These walls come in five (5) sizes of polka dots (8", 12", 18", 24", and 36".) These polka dots as follow: 8" diameter Underseas SW6214, 12" diameter Glad Yellow SW6694, 18" diameter Halcyon Green SW6213, 24" diameter Jasper Stone SW9133, and 36" diameter Quietude SW6212. Note: 4 of each circle size per 10 ft section (total of 20 polka dots per 10 ft)
14. Repaint the hallway tree with Tea Chest SW6103, which located on the outside and corner of the Teacher's Lounge wall on south and west walls that identified in Attachment B.
15. Paint Edgecomb Gray HC-173 to main entrance, the ramp hallway, and the area with exposed interior brick walls that have never been painted.
16. Paint Halcyon Green SW6213 to the handrail of the ramp hallway.

17. Paint Dove Wing OC-18 to main entrance columns, ramp columns include entrance ceiling, hallway ramp ceiling and all current white areas between. That's identified in Attachment B.
18. Paint Edgecomb Gray HC-173 to all interior bathroom walls and above the wall tiles. Except for the hallway connection to the bathroom and visual from the hallway. This shall be paint with Rainwashed SW6211.
19. Paint Edgecomb Gray HC-173 to all gym walls from top to bottom. Apply the Swoops design on gym's walls (Accent Swoops start on East/West walls and cross at the end on North/South walls.) The colors of the Swoops design will be Espalier SW6734 and Organic Green SW6732 as identified in Attachment B and see figure 1 for more details.
20. Paint Edgecomb Gray HC-173 to all walls in the cafeteria from top to bottom include storage room doors and door frames on East and West walls. Except current black area on the North wall (stage area.) Apply the Swoops design on cafeteria's East and West walls (Accent Swoops start on North/South of walls and end on South/North side of the door and three feet above finish floor (AFF).) The colors of the Swoops design will be Espalier SW6734 and Organic Green SW6732 as identified in Attachment B and see figure 1 for more details.
21. Paint matte black /Tricorn Black SW6258 to the current black area on North wall (stage area,) platform, and backstage as identified in Attachment B.
22. Paint Rainwashed SW6211 to Library's walls from top to bottom as identified in Attachment B. On all Library shelving must install two coats of Fabulon HD Poly 1609585. Paint the library's columns, cabinets in bookstore, announcement room, and window frame with Halcyon Green SW 6213.
23. Paint Edgecomb Gray HC-173 to entire Kitchen include storage room, bathroom, and office.
24. Keep the falcon wings and paint around it. Contractor shall make a clean the sharp edge as possible.
25. Paint Rainwashed SW6211 to all walls in internal Offices, Library's Office, and book storage as identified in Attachment B.
26. Provide and install steel panels with cross break and paint with Edgecomb Gray HC-173 for existing louvers on the south wall in the gym.

27. Paint Edgecomb Gray HC-173 to all HVAC units in the hallway. If the hallway will be painted Rainwashed SW6211, then the HVAC units shall be painted Rainwashed SW6211.
28. Paint Rainwashed SW6211 to all walls in storage rooms, custodial closets, riser rooms, Dry storage rooms, mechanical room, electrical room, and water closets internal and external.
29. On all storage room, bookroom beside stage, custodial closet, riser rooms, dry storage, mechanical room, electrical room, and water closet wood shelving; install two coats of Fabulon HD Poly 1609585; if currently has painted finish, painting contractor must paint Halcyon Green SW 6213.
30. In all storage rooms, custodial closets, riser rooms, dry storage, mechanical room, electrical room, and water closet that has unfinished floor painting contractor must install industrial gray epoxy.
31. Provide and install the Fire Extinguisher cabinets and required designated locations. The cabinets shall be stainless steel with the glass door, see figure 4 for more details.
32. Paint all other existing painted interior building surfaces, unless otherwise noted. Any special colors to be determined after bid award. GMSD will coordinate Colors and layout with awarded Bidder.



Figure 1: Swoops Design for the Gym and Cafeteria



Figure 2: Polka Dots for three hallways



Figure 3: Polka Dots for three hallways



Figure 4: Fire Extinguisher cabinet

# ATTACHMENT B

## FARMINGTON ELEMENTARY



### LEGEND:

- Edgecomb Gray HC-173
- Rainwashed SW6211
- Halcyon Green SW 6213
- Tricorn Black SW6258
- Tea Chest SW6103 Polka
- dots (5 sizes) Accent
- Swoops Design Dove
- Dove Wings OC-18



PLEASE INDICATE WHICH PRODUCTS AND/OR SERVICES YOUR COMPANY CAN SUPPLY.

	CLASS: 005-00 - ABRASIVES
	CLASS: 010-00 - ACOUSTICAL TILE, INSULATING MATERIALS, AND SUPPLIES
	CLASS: 015-00 - ADDRESSING, COPYING, MIMEOGRAPH, AND SPIRIT DUPLICATING MACHINE SUPPLIES: CHEMICALS, INKS, PAPER, ETC.
	CLASS: 025-00 - AIR COMPRESSORS AND ACCESSORIES
	CLASS: 031-00 - AIR CONDITIONING, HEATING AND VENTILATING EQUIPMENT: PARTS AND ACCESSORIES (SEE CLASS 740)
	CLASS: 045-00 - APPLIANCES AND EQUIPMENT, HOUSEHOLD TYPE
	CLASS: 050-00 - ART EQUIPMENT AND SUPPLIES
	CLASS: 055-00 - AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRUCKS, ETC.
	CLASS: 060-00 - AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS
	CLASS: 065-00 - AUTOMOTIVE BODIES, ACCESSORIES, AND PARTS
	CLASS: 070-00 - AUTOMOTIVE AND RELATED TRANSPORTATION EQUIPMENT
	CLASS: 071-00 - AUTOMOBILES, SCHOOL BUSES, SUVs, AND VANS
	CLASS: 072-00 - TRUCKS
	CLASS: 073-00 - TRAILERS
	CLASS: 075-00 - AUTOMOTIVE SHOP EQUIPMENT AND SUPPLIES
	CLASS: 080-00 - BADGES, EMBLEMS, NAME TAGS AND PLATES, JEWELRY, ETC.
	CLASS: 085-00 - BAGS, BAGGING, TIES, AND EROSION CONTROL EQUIPMENT
	CLASS: 090-00 - BAKERY EQUIPMENT, COMMERCIAL
	CLASS: 095-00 - BARBER AND BEAUTY SHOP EQUIPMENT AND SUPPLIES
	CLASS: 100-00 - BARRELS, DRUMS, KEGS, AND CONTAINERS
	CLASS: 105-00 - BEARINGS
	CLASS: 110-00 - BELTS AND BELTING: AUTOMOTIVE AND INDUSTRIAL
	CLASS: 125-00 - BOOKBINDING SUPPLIES
	CLASS: 150-00 - BUILDER'S SUPPLIES
	CLASS: 155-00 - BUILDINGS AND STRUCTURES: FABRICATED AND PREFABRICATED
	CLASS: 165-00 - CAFETERIA AND KITCHEN EQUIPMENT, COMMERCIAL
	CLASS: 175-00 - CHEMICAL LABORATORY EQUIPMENT AND SUPPLIES
	CLASS: 190-00 - CHEMICALS AND SOLVENTS, COMMERCIAL (IN BULK)
	CLASS: 192-00 - CLEANING COMPOSITIONS, DETERGENTS, SOLVENTS, AND STRIPPERS- PREPACKAGED
	CLASS: 193-00 - CLINICAL LABORATORY REAGENTS AND TESTS
	CLASS: 195-00 - CLOCKS, TIMERS, WATCHES, AND JEWELERS' AND WATCHMAKERS TOOLS AND EQUIPMENT
	CLASS: 200-00 - CLOTHING, ATHLETIC, CASUAL, DRESS, UNIFORM, WEATHER RELATED, WORK
	CLASS: 201-00 - CLOTHING ACCESSORIES (SEE CLASS 800 FOR SHOES AND BOOTS)
	CLASS: 204-00 - COMPUTER HARDWARE AND PERIPHERALS AND MICROCOMPUTERS
	CLASS: 206-00 - COMPUTER HARDWARE AND PERIPHERALS FOR MINI AND MAIN FRAME COMPUTERS
	CLASS: 207-00 - COMPUTER ACCESSORIES AND SUPPLIES
	CLASS: 208-00 - COMPUTER SOFTWARE AND MICROCOMPUTERS (PREPROGRAMMED)
	CLASS: 209-00 - COMPUTER SOFTWARE FOR MINI AND MAINFRAME COMPUTERS (PREPROGRAMMED)
	CLASS: 220-00 - CONTROLLING, INDICATING, MEASURING, MONITORING, & RECORDING

	CLASS: 225-00 - COOLERS, DRINKING WATER, (WATER FOUNTAINS)
	CLASS: 232-00 - CRAFTS, GENERAL
	CLASS: 233-00 - CRAFTS, SPECIALIZED
	CLASS: 240-00 - CUTLERY, COOKWARE, DISHES, GLASSWARE, SILVERWARE, UTENSILS, SUPPLIES
	CLASS: 250-00 - DATA PROCESSING CARDS AND PAPER
	CLASS: 255-00 - DECALS AND STAMPS
	CLASS: 265-00 - DRAPERIES, CURTAINS, AND UPHOLSTERY MATERIAL (INCLUDING AUTO)
	CLASS: 280-00 - ELECTRICAL CABLES AND WIRES (NOT ELECTRONIC)
	CLASS: 285-00 - ELECTRICAL EQUIPMENT AND SUPPLIES (EXCEPT CABLE AND WIRE)
	CLASS: 287-00 - ELECTRONIC COMPONENTS, REPLACEMENT PARTS, AND ACCESSORIES
	CLASS: 310-00 - ENVELOPES, PLAIN
	CLASS: 315-00 - EPOXY BASED FORMULATIONS FOR ADHESIVES, COATINGS, AND RELATED AGENTS
	CLASS: 318-00 - FARE COLLECTION EQUIPMENT AND SUPPLIES
	CLASS: 330-00 - FENCING
	CLASS: 335-00 - FERTILIZERS AND SOIL CONDITIONERS
	CLASS: 340-00 - FIRE PROTECTION EQUIPMENT AND SUPPLIES
	CLASS: 345-00 - FIRST AID AND SAFETY EQUIPMENT AND SUPPLIES
	CLASS: 350-00 - FLAGS, FLAG POLES, BANNERS, AND ACCESSORIES
	CLASS: 360-00 - FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUIPMENT AND SUPPLIES
	CLASS: 365-00 - FLOOR MAINTENANCE MACHINES, PARTS, AND ACCESSORIES
	CLASS: 375-00 - FOODS: BAKERY PRODUCTS (FRESH)
	CLASS: 380-00 - FOODS: DAIRY PRODUCTS (FRESH)
	CLASS: 385-00 - FOODS, FROZEN
	CLASS: 390-00 - FOODS: PERISHABLE
	CLASS: 393-00 - FOODS: STAPLE GROCERY AND GROCER'S MISCELLANEOUS ITEMS
	CLASS: 395-00 - FORMS, CONTINUOUS, COMPUTER PAPER, FORM LABELS, SNAP-OUT FORMS, AND FOLDERS AND FORMS
	CLASS: 405-00 - FUEL, OIL, GREASE AND LUBRICANTS
	CLASS: 410-00 - FURNITURE: HEALTH CARE AND HOSPITAL FACILITY
	CLASS: 415-00 - FURNITURE: LABORATORY
	CLASS: 420-00 - FURNITURE: CAFETERIA, CHAPEL, DORMITORY, HOUSEHOLD, LIBRARY, LOUNGE, SCHOOL
	CLASS: 425-00 - FURNITURE: OFFICE
	CLASS: 440-00 - GLASS AND GLAZING SUPPLIES
	CLASS: 445-00 - HAND TOOLS (POWERED AND NON-POWERED), ACCESSORIES & SUPPLIES
	CLASS: 450-00 - HARDWARE AND RELATED ITEMS
	CLASS: 460-00 - HOSE, ACCESSORIES, AND SUPPLIES: INDUSTRIAL, COMMERCIAL, AND GARDEN
	CLASS: 470-00 - HOSPITAL AND RELATED SPECIALIZED EQUIPMENT AND SUPPLIES: MOBILITY, SPEECH IMPAIRED, AND RESTRAINT ITEMS
	CLASS: 475-00 - HOSPITAL, SURGICAL, AND RELATED MEDICAL ACCESSORIES AND SUNDRY ITEMS
	CLASS: 485-00 - JANITORIAL SUPPLIES, GENERAL LINE
	CLASS: 490-00 - LABORATORY EQUIPMENT AND ACCESSORIES

	CLASS: 493-00 - LABORATORY EQUIPMENT AND ACCESSORIES: BIOCHEMISTRY, CHEMISTRY, ENVIRONMENTAL SCIENCE, ETC
	CLASS: 495-00 - LABORATORY AND FIELD EQUIPMENT AND SUPPLIES: BIOLOGY, BOTANY, GEOLOGY, MICROBIOLOGY, ZOOLOGY, ETC
	CLASS: 500-00 - LAUNDRY AND DRY CLEANING EQUIPMENT, ACCESSORIES, PARTS, AND SUPPLIES-COMMERCIAL
	CLASS: 515-00 - LAWN MAINTENANCE EQUIPMENT, ACCESSORIES
	CLASS: 525-00 - LIBRARY AND ARCHIVAL EQUIPMENT, MACHINES, AND SUPPLIES
	CLASS: 530-00 - LUGGAGE, BRIEF CASES, PURSES AND RELATED ITEMS
	CLASS: 545-00 - MACHINERY AND HARDWARE, INDUSTRIAL
	CLASS: 550-00 - MARKERS, PLAQUES AND TRAFFIC DEVICES
	CLASS: 555-00 - MARKING AND STENCILING DEVICES
	CLASS: 556-00 - MASS TRANSPORTATION-TRANSIT BUS
	CLASS: 557-00 - MASS TRANSPORTATION-TRANSIT BUS ACCESSORIES AND PARTS
	CLASS: 560-00 - MATERIAL HANDLING AND STORAGE EQUIPMENT AND ALLIED ITEMS
	CLASS: 575-00 - MICROFICHE AND MICROFILM EQUIPMENT, ACCESSORIES, AND SUPPLIES
	CLASS: 580-00 - MUSICAL INSTRUMENTS, ACCESSORIES, AND SUPPLIES
	CLASS: 590-00 - NOTIONS AND RELATED SEWING ACCESSORIES AND SUPPLIES
	CLASS: 595-00 - NURSERY STOCK, EQUIPMENT, AND SUPPLIES
	CLASS: 600-00 - OFFICE MACHINES, EQUIPMENT, AND ACCESSORIES
	CLASS: 605-00 - OFFICE MECHANICAL AIDS, SMALL MACHINES, AND APPARATUSES
	CLASS: 610-00 - OFFICE SUPPLIES: CARBON PAPER AND RIBBONS, ALL TYPES
	CLASS: 615-00 - OFFICE SUPPLIES, GENERAL
	CLASS: 620-00 - OFFICE SUPPLIES: ERASERS, INKS, LEADS, PENS, PENCILS, ETC
	CLASS: 630-00 - PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS
	CLASS: 635-00 - PAINTING EQUIPMENT AND ACCESSORIES
	CLASS: 640-00 - PAPER AND PLASTIC PRODUCTS, DISPOSABLE
	CLASS: 645-00 - PAPER, FOR OFFICE AND PRINT SHOP USE
	CLASS: 650-00 - PARK, PLAYGROUND, RECREATION AREA AND SWIMMING POOL EQUIP
	CLASS: 652-00 - PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES
	CLASS: 655-00 - PHOTOGRAPHIC EQUIPMENT AND SUPPLIES (NOT INCLUDING GRAPHIC ARTS, AND MICROFILM, AND X-RAY)
	CLASS: 658-00 - PIPE, TUBING, AND ACCESSORIES
	CLASS: 659-00 - PIPE AND TUBING FITTINGS
	CLASS: 665-00 - PLASTICS, RESINS, FIBERGLASS: CONSTRUCTION, FORMING, LAMINATING AND MOLDING EQUIPMENT
	CLASS: 670-00 - PLUMBING EQUIPMENT, FIXTURES, AND SUPPLIES
	CLASS: 680-00 - POLICE EQUIPMENT AND SUPPLIES
	CLASS: 690-00 - POWER GENERATION EQUIPMENT, ACCESSORIES, AND SUPPLIES
	CLASS: 691-00 - POWER TRANSMISSION EQUIPMENT (ELECTRICAL, MECHANICAL, AIR AND HYDRAULIC)
	CLASS: 700-00 - PRINTING PLANT EQUIPMENT AND SUPPLIES (EXCEPT PAPER)
	CLASS: 710-00 - PROSTHETIC DEVICES, HEARING AIDS, AUDITORY TESTING EQUIPMENT, ELECTRONIC READING DEVICES, ETC
	CLASS: 715-00 - PUBLICATIONS, AUDIOVISUAL MATERIALS, BOOKS, TEXTBOOKS
	CLASS: 720-00 - PUMPING EQUIPMENT AND ACCESSORIES

	CLASS: 725-00 - RADIO COMMUNICATION, TELEPHONE, AND TELECOMMUNICATION EQUIPMENT, ACCESSORIES, AND SUPPLIES
	CLASS: 730-00 - RADIO COMMUNICATION AND TELECOMMUNICATION TESTING, MEASURING, AND ANALYZING EQUIPMENT, ACCESSORIES AND SUPPLIES
	CLASS: 740-00 - REFRIGERATION EQUIPMENT AND ACCESSORIES
	CLASS: 745-00 - ROAD AND HIGHWAY BUILDING MATERIALS
	CLASS: 770-00 - ROOFING
	CLASS: 780-00 - SCALES AND WEIGHING APPARATUS
	CLASS: 785-00 - SCHOOL EQUIPMENT AND SUPPLIES
	CLASS: 795-00 - SEWING AND TEXTILE MACHINERY, AND ACCESSORIES
	CLASS: 801-00 - SIGNS, SIGN MATERIALS, SIGN MAKING EQUIPMENT, AND RELATED SUPPLIES
	CLASS: 803-00 - SOUND SYSTEMS, COMPONENTS, AND ACCESSORIES: GROUP INTERCOM, MUSIC, PUBLIC ADDRESS, ETC
	CLASS: 805-00 - SPORTING GOODS, ATHLETIC EQUIPMENT AND ATHLETIC FACILITY EQUIPMENT
	CLASS: 810-00 - SPRAYING EQUIPMENT
	CLASS: 815-00 - STEAM AND HOT WATER FITTINGS, ACCESSORIES, AND SUPPLIES
	CLASS: 820-00 - STEAM AND HOT WATER BOILERS AND STEAM HEATING EQUIPMENT
	CLASS: 830-00 - TANKS (METAL, WOOD, AND SYNTHETIC MATERIALS)
	CLASS: 832-00 - TAPE
	CLASS: 838-00 - TELECOMMUNICATIONS EQUIPMENT, ACCESSORIES, AND SUPPLIES
	CLASS: 839-00 - TELEPHONE EQUIPMENT, ACCESSORIES, AND SUPPLIES
	CLASS: 840-00 - TELEVISION EQUIPMENT AND ACCESSORIES
	CLASS: 845-00 - TESTING APPARATUS AND INSTRUMENTS
	CLASS: 855-00 - THEATRICAL EQUIPMENT AND SUPPLIES
	CLASS: 863-00 - TIRES AND TUBES
	CLASS: 870-00 - VENETIAN BLINDS, AWNINGS, AND SHADES
	CLASS: 880-00 - VISUAL EDUCATION EQUIPMENT AND SUPPLIES
	CLASS: 883-00 - VOICE RESPONSE SYSTEMS
	CLASS: 895-00 - WELDING EQUIPMENT AND SUPPLIES
	CLASS: 906-00 - ARCHITECTURAL SERVICES, PROFESSIONAL
	CLASS: 907-00 - ARCHITECTURAL AND ENGINEERING SERVICES, NON-PROFESSIONAL
	CLASS: 908-00 - REBINDING AND REPAIRING SERVICES
	CLASS: 909-00 - BUILDING CONTSTRUCTION SERVICES, NEW
	CLASS: 910-00 - BUILDING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES
	CLASS: 912-00 - CONSTRUCTION SERVICES, GENERAL
	CLASS: 913-00 - CONSTRUCTION SERVICES, HEAVY
	CLASS: 914-00 - CONSTRUCTION SERVICES, TRADE
	CLASS: 915-00 - COMMUNICATIONS AND MEDIA RELATED SERVICES
	CLASS: 918-00 - CONSULTING SERVICES
	CLASS: 920-00 - DATA PROCESSING, COMPUTER, AND SOFTWARE SERVICES
	CLASS: 924-00 - EDUCATIONAL SERVICES
	CLASS: 925-00 - ENGINEERING SERVICES, PROFESSIONAL
	CLASS: 926-00 - ENVIRONMENTAL AND ECOLOGICAL SERVICES
	CLASS: 928-00 - EQUIP. MAINT., AND REPAIR SERVICES FOR AUTOMOBILES, TRUCKS, TRAILERS, TRANSIT BUS AND OTHER

	CLASS: 931-00 - EQUIP. MAINT., AND REPAIR SERVICES-APPLIANCE, ATHLETIC, CAFETERIA, FURNITURE, MUSICAL INSTRUMENTS, & SEWING EQUIP.
	CLASS: 936-00 - EQUIP. MAINT., AND REPAIR SERVICES-GENERAL
	CLASS: 939-00 - EQUIP. MAINT., AND REPAIR SERVICES-COMPUTERS, OFFICE, PHOTOGRAPHIC, RADIO/TELEVISION EQUIPMENT
	CLASS: 941-00 - EQUIP. MAINT., REPAIR, AND RELATED SERVICES-POWER GENERATION
	CLASS: 946-00 - FINANCIAL SERVICES
	CLASS: 948-00 - HEALTH RELATED SERVICES
	CLASS: 952-00 - HUMAN SERVICES
	CLASS: 953-00 - INSURANCE, AND INSURANCE SERVICES ALL TYPES
	CLASS: 956-00 - LIBRARY AND SUBSCRIPTION SERVICES
	CLASS: 958-00 - MANAGEMENT SERVICES
	CLASS: 962-00 - MISCELLANEOUS SERVICES, NO. 2
	CLASS: 965-00 - PRINTING PREPARATIONS
	CLASS: 966-00 - PRINTING
	CLASS: 971-00 - REAL PROPERTY RENTAL OR LEASE
	CLASS: 975-00 - RENTAL OR LEASE SERVICES
	CLASS: 977-00 - RENTAL OR LEASE SERVICES OF APPLIANCES
	CLASS: 981-00 - RENTAL OR LEASE OF EQUIPMENT-GENERAL EQUIPMENT
	CLASS: 984-00 - RENTAL OR LEASE OF SERVICES OF COMPUTERS, DATA PROCESSING, AND WORD PROCESSING EQUIPMENT
	CLASS: 985-00 - RENTAL OR LEASE SERVICES OF EQUIPMENT-OFFICE
	CLASS: 988-00 - ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES
	CLASS: 990-00 - SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES
	CLASS: 992-00 - TESTING AND CALIBRATION SERVICES
	CLASS: 998-00 - SALE OF SURPLUS & OBSOLETE ITEMS



# Germantown Municipal School District

6685 Poplar Avenue, Suite 202  
Germantown TN 38138  
901-752-7900

Jacqueline Saunders, Purchasing Analyst  
Jacqueline.Saunders@gmsdk12.org  
FAX (901)757-6479

## GMSD Vendor/Contractor Application and Information Packet

*This packet should be submitted via mail, fax or email. Unless otherwise noted, each section should be completed. If a section is to be omitted, it will be designated with the signature on page 7 (or at the end of the document) of a GMSD District Office employee.*

### VENDOR/CONTRACTOR INFORMATION

**Date of Application:** \_\_\_\_\_ **Business Location (County & State):** \_\_\_\_\_

**Business Name (as listed on W-9):** \_\_\_\_\_

**Federal Employer ID Number (as listed on W-9):** \_\_\_\_\_

**Mailing Address (as listed on W-9):** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

\_\_\_\_\_ **Fax:** \_\_\_\_\_

\_\_\_\_\_ **Email:** \_\_\_\_\_

\_\_\_\_\_

**Type of Business (Check One)** Manufacturer\_\_\_Construction\_\_\_Distributor\_\_\_Agent/Rep\_\_\_  
Other\_\_\_(please specify\_\_\_\_\_)

**Organization (Check One)** Individual\_\_\_Partnership\_\_\_Corporation\_\_\_Non-Profit Org.\_\_\_\_

**Business Certification** Yes\_\_\_No\_\_\_

**Uniform Certification Agency Number:** \_\_\_\_\_

*(Please Select Only Those Categories That Apply)*

**SMALL BUSINESS ENTERPRISE** \_\_\_\_\_

**WOMEN-OWNED BUSINESS** \_\_\_\_\_

**MINORITY BUSINESS ENTERPRISE:**

Asian/Pacific Female___	Black-Non Hispanic Female___	Native American Indian/Alaskan Female
Asian/Pacific Male___	Black-Non Hispanic Male___	Native American Indian/Alaskan Male___
Asian/Indian Female___	Black_____	White American Female_____
Asian/Indian Male___	Hispanic Female_____	White American Male_____
	Hispanic Male_____	

**How Long in Present Business** \_\_\_\_\_  
**Average Number of Employees** \_\_\_\_\_  
**Average Annual Sales \$** \_\_\_\_\_

**LIST OTHER TN CUSTOMERS YOU HAVE SOLD / SERVICED TO:**

\_\_\_\_\_ Phone # \_\_\_\_\_  
\_\_\_\_\_ Phone # \_\_\_\_\_  
\_\_\_\_\_ Phone # \_\_\_\_\_

Approximate Inventory Normally Stocked \$ \_\_\_\_\_ (if applicable)

Location of Warehouse Facility: \_\_\_\_\_ and/or Location of Service Facility: \_\_\_\_\_

**NAMES OF OFFICERS, MEMBERS OR OWNERS, PARTNERSHIP, ETC.:**

PRESIDENT: \_\_\_\_\_  
VICE-PRESIDENT: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_  
TREASURER: \_\_\_\_\_

**PERSONS AUTHORIZED TO SIGN BIDS & CONTRACTS:**

NAME: \_\_\_\_\_  
OFFICIAL CAPACITY: \_\_\_\_\_

Note: Each manufacturer, supplier and vendor is responsible for notifying GMSD Purchasing of any change to any/all information listed above.

By requesting to be placed on GMSD's Vendor/Contractor/Bidder's List, each manufacturer, supplier, and vendor is agreeing to do business with GMSD. Each manufacturer, supplier, vendor also agrees to extend credit to GMSD without requiring a credit application and to fulfill any Purchase Orders and/or contractual obligation that may occur. If a credit application is required, a submitted bid may be rejected.

## GERMANTOWN MUNICIPAL SCHOOL DISTRICT POLICIES & AGREEMENTS

### DRUG AND ALCOHOL TESTING

Due to the safety-sensitive nature of education, GMSD employees, without limitation, are subject to reasonable suspicion and post-accident drug and alcohol testing. All COMPANIES attest that such COMPANY operates a drug-free workplace program or other drug and alcohol testing program with requirements at least as stringent as that of GMSD. **The COMPANY will attach a copy of their drug and alcohol testing policy.**

### BACKGROUND CHECK

By agreeing to provide services to any school within GMSD, the COMPANY attests that it is aware of its obligations under T.C.A. 49-5-413(D) to ensure that all of its employees who have direct contact with students of GMSD or students in GMSD's childcare program or who have access to the grounds of GMSD when children are present have completed the following:

- (1) Supplied a fingerprint sample and submitted to a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to having any contact with GMSD's children or entering the grounds of GMSD. T.C.A. 49-5-413(d)(2)(A)
- (2) Successfully passed the aforementioned criminal history records check. An employer or employee may not come in direct contact with GMSD's children or children in GMSD's childcare program and may not enter the grounds of GMSD when children are present if the criminal history records check indicates that the employee has ever been convicted of any of the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:
  - (i) A sexual offense or a violent sexual offense as defined in § 40-39-202;
  - (ii) Any offense in title 39, chapter 13;
  - (iii) §§ 39-14-301 and 39-14-302;
  - (iv) §§ 39-14-401 -- 39-14-404;
  - (v) §§ 39-15-401 and 39-15-402;
  - (vi) § 39-17-417;
  - (vii) § 39-17-1320; or
  - (viii) Any other offense in title 39, chapter 17, part 13.

In addition, the COMPANY also agrees that if one of its employees commits such an offense after it has conducted its initial criminal history check on such employee, said employee will notify the COMPANY of the offense within seven (7) days from the date of conviction and the COMPANY will subsequently not permit that employee to have contact with students of GMSD or to children in GMSD's child care program or to enter the grounds of GMSD.

**The COMPANY shall ensure that subcontractors comply with the statutory requirements described in this background check policy. The COMPANY will attach a copy of their background check policy, including what COMPANY they utilize for background checks.**

### CODE OF ETHICS

All employees representing the COMPANY are expected to abide by a Code of Ethics for COMPANIES established by GMSD:

1. Any employee representing the COMPANY shall not be in physical, verbal or any other type of contact or communication with any students on GMSD property except as required by the scope of contracted services.
2. The use of tobacco products, drugs or alcohol by any employee representing the COMPANY on GMSD property or during GMSD meetings or events is strictly forbidden.

3. All employees representing the COMPANY shall treat all representatives of GMSD with the utmost respect. Employees will not engage in any conduct that could reasonably be construed as exploitative, physically intimidating, discriminatory, harassing on the basis of gender, race, ethnicity, religion, national origin, sexual orientation, age, or any other protected category. No profanity of any kind will be tolerated on GMSD property.

The Germantown Municipal School District ("GMSD") conducts its programs, services and activities consistent with applicable federal, state and local laws and regulations. GMSD provides equal employment and educational opportunities to all qualified persons without discrimination on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including any subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in employment and in any program or activity offered or sponsored by GMSD or GMSD schools. Sex discrimination includes sexual harassment and is strictly prohibited.

The Contractor agrees to conduct its business and to provide services to GMSD in accordance with GMSD policy and all applicable federal, state and local laws and regulations governing discrimination and harassment. The Contractor certifies that it does not discriminate against its employees or applicants on grounds of race, color, religion, national origin, sex, disability, veteran's status, or age with regard to persons forty (40) years of age and older.

4. All employees representing the COMPANY shall abide by all guidelines set at the school level, including, but not limited to parking, checking in and out at the front office, any time an employee of the COMPANY is on campus, and working within the framework of the school and administration of the school to provide services that are least disruptive to the education environment of the school.
5. All employees representing the COMPANY are forbidden from using any technology available at the schools unless they have express written permission from the school administration.
6. In the event that an employee representing the COMPANY is required to take a cell phone call for personal or business reasons, the employee must do so in a manner and setting that causes the least disruption to the educational environment.
7. All employees representing the COMPANY are forbidden from taking photographs, video or footage of any kind on GMSD property without written consent of a School Administrator or the District Office.
8. All employees representing the COMPANY understand that unauthorized removal of any kind will not be tolerated on GMSD property and will be grounds for a request by the District to remove that employee from the property.
9. All employees representing the COMPANY shall represent GMSD in a positive ethical, legal and moral manner.

#### **CONFLICTS OF INTEREST**

The employees of the COMPANY shall avoid any conflict of interest that could interfere with the duties and responsibilities designated by the Germantown Municipal School Board or could reflect in a manner detrimental to the system. The following is prohibited:

- Any pecuniary transaction, indirectly or directly, by a professional employee or school board member concerned with supplying books, maps, school furniture, and/or other apparatus to the school system of employment or to act as agent for anyone is expressly forbidden by statute (T.C.A. 49-6-2003).
- Selling items or soliciting money for personal gain or profit during school hours or at an off-campus event attended by students and staff.
- Soliciting, referring, or encouraging students into programs, schools, or universities for personal compensatory gain.

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The [board or a duly constituted committee thereof] has determined that the transaction is in the best interest of the organization.

Disclosure in the organization should be made to the Superintendent (or if he/she is the one with the conflict, then to the GMSD Board of Education Chair), who shall bring the matter to the attention of the Board or Ethics Committee established in accordance with Policy 1.106 . Disclosure involving Board Members should be made to the GMSD Board of Education Chair, (or if he/she is the one who shall bring these matters to the Board or Ethics Committee. The Board or Ethics Committee shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized. The decision of the Board or Ethics Committee on these matters will rest in their sole discretion, and their concern must be the welfare of Germantown Municipal School District and the advancement of its purpose.

#### **Germantown Municipal School District Policy References**

1. Professional Employment HR 5.102
2. Drug-Free Schools SP 6.307
3. Drug and Alcohol Testing for Employees
4. Drug-Free Workplace SBO 1.804
5. Code of Ethics SBO 1.106
6. Tobacco Free Schools SBO 1.803
7. Conflict of Interest HR 5.601

#### **Tennessee State Code Policy References**

1. TCA 49-5-413(d)
2. TCA 40-39-202

### **CONFIDENTIALITY AND NON-DISCLOSURE**

All records, documents, files, data and/or information maintained by GMSD shall, at all times remain the sole and exclusive property of GMSD.

The COMPANY agrees that its employees, agents, successors, assigns, legal representatives or subcontractors will not access, use, divulge or disclose, either directly or indirectly, any records, documents, files, data and/or information maintained by GMSD, specifically including but not limited to, student records and information about employees made confidential by law (the “Non-Public Information”), unless and except as required by the COMPANY’s scope of services for GMSD or as otherwise required by law. The COMPANY further agrees to take all necessary steps to safeguard private information from accidental or intentional disclosure.

The COMPANY agrees to return to GMSD all records, documents, files, data and/or information; and, all copies thereof in any format in which they may exist, that are in the possession of the COMPANY when the contract terminates and/or the scope of services is complete. Where return is not possible or practical, the PARTIES may agree that such records, documents, files, data and/or information will be destroyed if permitted by law.

The COMPANY shall not assign or transfer any of its contract rights or obligations unless expressly provided by the contract or agreed by prior written consent of Germantown Municipal School District.

## **HOLD HARMLESS**

As a condition precedent to Contractor being awarded contract with GMSD, Contractor hereby agrees to indemnify and hold harmless the Germantown Municipal School District, its board members, administrators, employees, and agents (individually an "Indemnitees") from and against any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever, whether under federal or state law, which the Indemnitee(s) may pay, sustain, suffer, or incur by reason of or in connection with the services, equipment or products provided by Contractor pursuant to the contract, including, without limiting the generality of the foregoing, all costs and expenses (including legal expenses) incurred in connection with any such loss or damage.

## **INSURANCE REQUIREMENTS WITH GERMANTOWN MUNICIPAL SCHOOL DISTRICT**

The COMPANY shall purchase and maintain the insurance outlined below to provide protection from the COMPANY's negligent acts. The COMPANY shall provide this insurance as required by the Contract documents. All Certificates should be issued with an Insurance Company (or Companies) maintaining an AM Best Rating of A- or better and a Financial Size of IX or greater. All Insurance Companies shall be authorized to conduct business in the State of Tennessee. The negligence by any subcontractor, by anyone directly or indirectly employed by any of them, shall be considered a negligent act of the COMPANY.

- Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence. This must include Products/Completed Operations, Explosion/Collapse/Underground Coverage and Contractual Liability. The Germantown Municipal School District must be named Additional Insured using a CG 2010 (11/85) endorsement (or equivalent) and this must be noted on the Certificate of Insurance. The Insurance Company agrees to waive their Right of Subrogation against the Germantown Municipal School District and this must be noted on the Certificate of Insurance.
- Auto Liability Insurance in the amount of \$1,000,000 Combined Single Limit. The Germantown Municipal School District must be named Additional Insured and the Insurance Company agrees to waive their Right of Subrogation against the Germantown Municipal School District and this must be noted on the Certificate of Insurance.
- Statutory Workers Compensation with Employers Liability- the Insurance Company agrees to waive their Right of Subrogation against the Germantown Municipal School District and this must be noted on the Certificate of Insurance.
- Umbrella Liability in the amount of \$2,000,000 per occurrence- the terms and conditions of the Umbrella must conform to the primary insurance.

The Cancellation Clause on the Certificate of Insurance is amended to read: Should any of the described policies on the attached Certificate of Insurance be cancelled, non-renewed or reduced in coverage- the issuing Insurance Company will mail 30 days written notice by registered mail, return receipt requested, or email to:

Germantown Municipal School District  
ATTN: Jacqueline Saunders  
3350 S. Forest Hill Irene Road  
Germantown TN 38138

The Company agrees that it shall maintain the above insurance through both final acceptance and any Warranty Period defined by the contract documents.

---

I have read the aforementioned terms set forth by GMSD and attest I have reviewed the TCA statutes and Board policies referenced in this document. My signature below indicates my company, and its representatives agree to abide by all the terms set forth in this agreement.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.

***I understand that for this application to be complete, my company must also submit:***

- \_\_\_\_\_ *Completed W-9*
- \_\_\_\_\_ *Certificate of Insurance (listing GMSD—6685 Poplar Avenue, Suite 202, Germantown TN 38138-- as Additional Insured)*
- \_\_\_\_\_ *Copy of Drug and Alcohol Policy*
- \_\_\_\_\_ *Copy of Background Check Policy and Company Utilizing*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

---

***District Office Signature:*** \_\_\_\_\_

**Raptor may be used in lieu of Background Check Requirements** \_\_\_\_\_  
**No COI required for this submission.** \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## Germantown Municipal School District Invitation to Bid

Farmington Elementary School Painting Project- Germantown Municipal School  
District

GMSD-FY2024-003

### ADDENDUM #1-Questions and Answers

**BID TIME AND DATE DUE:** 2:00 p.m. CST, March 26, 2024. **LOCATION:** Germantown Municipal School District Administrative Offices, 3350 South Forest Hill Irene Road, Germantown, TN 38138

**NUMBER OF documents OF ADDENDUM #1:** two (2) documents, including this Addendum Acknowledgement Form.

*All signed Addenda must be acknowledged and included with your response to **GMSD BID # -FY2024-003 Farmington Ele. Painting Project-Germantown Municipal School District.** Failure to sign, acknowledge and include all Addenda may result in your BID being disqualified and rejected.*

Names and signatures below certify that you acknowledge, understand, and agree to all information in Addendum #1- BID # **GMSD-FY2024-003.**

---

*Authorized Representative (Print)*

---

*Signature*

---

*Date*

**Farmington Elementary School Painting Project-  
Germantown Municipal School District GMSD-FY2024-003  
Questions and Answers.**

Please see the questions submitted for this bid and answers below:

1. Can work hours be extended beyond M-F 7a-3p? **Yes, work can be extended beyond normal hours (Monday-Friday 7-3) including weekends except GMSD Holidays. GMSD can grant access if needed, but you must have your request in at least 48 hrs prior that time in order to access the building.**
  
2. Can you confirm the number of fire extinguisher cabinets that you would like installed? **Contractor shall provide and install 28 fire extinguishers and include 1 of extinguisher type K. This located in the kitchen and may need a larger cabinet.**
  
3. Can you please provide us with a specification/model number of the cabinet that you would like us to install? **JL Industries 2033F10 - Stainless Steel Surface Mounted Cosmopolitan Cabinet. Door and Trim Construction: No. 4 stainless steel. Flush cabinet doors with a 5/8" doorstop are attached by a continuous hinge and equipped with zinc-plated handle and roller catch. Trim Style and Depth: Surface Mounted.**
  
4. For the items being varnished, are we to completely sand all current stain off and completely redo the stain or just scuff sand and apply over existing varnish. **Just scuff sand and apply over existing varnish.**

# Riverdale Painting Project Bid Tab -Bid # FY 2024-004

Bidder	A & B Construction	AMG Painting	Lubin Enterprises	Matthews Contract Paint	The Pros	Savage Bros.
	\$ 126,000.00	\$ 138,000.00	\$ 143,027.00	\$ 165,000.00	\$ 172,000.00	\$ 173,161.00
Allowance	no allowance	no allowance	no allowance	no allowance	no allowance	no allowance
<b>Total</b>						
Checklist:						
Addendum Acknowledgement	x	x	x	x	x	x
Prime Contractor's License	x	x	x	x	x	x
References	x	x	x	x	x	x
Drug and Alcohol Testing Form	x	x	x	x	x	x
Boycott of Israel Act	x	x	x	x	x	x
Iran Divestment Act	x	x	x	x	x	x
Certification of Understanding	x	x	x	x	x	x
Bid certification page	x	x	x	x	x	x
Certificate of Liability Insurance	x	x	x	x	x	x
Bond Information per \$1000	\$ 25.00	\$ 25.00	\$ 2,093.00	\$ 25.00	\$ 50.00	\$ 25.00
Bid bond	x	x				

**Issuance Date: Monday, February 26, 2024**  
**Mandatory Pre-Bid Meeting: Tuesday, March 12, 2024 @11:00 A.M.**  
**Deadline for Questions: Tuesday March 19, 2024, by 4:00 P.M.**  
**Bid Opening Date: Tuesday, March 26, 2024, at 2:00 P.M.**

**Germantown Municipal School District Invitation to Bid  
Riverdale Elementary School  
Painting Project**

**GMSD BID #FY2024-004**



**Germantown Municipal School District  
3350 South Forest Hill Irene Road  
Germantown, TN 38138  
(901) 752-7900**



3350 South Forest Hill Irene Road. Germantown, Tennessee 38138 (901)752-7900

## INVITATION TO BID

February 26, 2024

Germantown Municipal School District (GMSD) will accept Bids on:

**Riverdale Elementary School Painting Project  
1745 Miller Farms Rd. , Germantown, TN. 38138**

Bid shall be mailed or hand-delivered in a **sealed envelope marked "Riverdale Elementary School Painting Project - GMSD BID #FY2024-004"** in the lower left-hand corner of the envelope and addressed to: Jackie Saunders, 3350 South Forest Hill Irene Road, Germantown, TN 38138. If using express mail (FedEx, UPS, Priority Mail, etc.), please place in a sealed envelope inside the express mail packaging. *Bid must be received by GMSD prior to the time indicated below.*

**BID DATE: Bid shall be opened at the Germantown Municipal School District Office at 3350 South Forest Hill Irene Road at 2:00 P.M. on March 26, 2024, at 2 P.M. Central Standard Time.**

All bid responses must be received and time-stamped on or before the required bid-opening time (local time), soon thereafter all bids will be publicly opened and read aloud. **Bids received after the specified date and time will be considered late and will not be opened.**

All purchases are F.O.B. Germantown, Tennessee per attached specifications.

Germantown Municipal School District reserves the right to accept bids in part or whole, reject any or all Bids, or to accept a Bid containing variations from these specifications if the Bid so merits. The Executive Committee or their designee(s) are the final authority and shall have the authority to reject any single Bid or all Bids submitted and to make awards, as deemed, to be in its best interest. If awarded, awards will be made to the lowest and/or best vendor.

*Bids must be submitted on the Bid Schedule Document that the District issues and **the Document must be signed by an authorized party.***

See attached Specifications, Bid Form, Drug and Alcohol Testing Acknowledgment Statement and Affidavit along with Company's Drug Testing Policy, Iran Divestment Act and Vendor's Qualifications and Reference Form that **must be returned** as part of the Bid.

The standard Germantown Municipal School District Services and/or Products Contract and Required Insurance Certifications are included and **will be required** from the selected Bidder.

***During the competitive bid process, Bidders are instructed to contact only those employees of the associated departments specifically designated in this Invitation to Bid.***

Sincerely,

Jackie Saunders  
Procurement Services  
Germantown Municipal School District

GERMANTOWN MUNICIPAL SCHOOL DISTRICT  
INVITATION TO BID  
**GMSD BID #FY2024-004**  
**Riverdale Elementary School**  
**Painting Project**  
**TABLE OF CONTENTS**

<b>INVITATION TO BID</b>	2
<b>IMPORTANT DATES</b>	5
<b>CERTIFICATION OF UNDERSTANDING AND AGREEMENT</b>	6
<b>IMPORTANT DOCUMENTS TO RETURN TO GMSD</b>	8
<b>1. SCOPE OF WORK</b>	
1.1 PURPOSE	9
1.2 SUPPLY REQUIREMENTS	9
1.3 INVOICE TO	9
1.4 VENDORS RESPONSIBILITIES	9
<b>2. TERMS AND CONDITIONS</b>	
2.1 INFORMATION GIVEN PRIOR TO AWARD	10
2.2 METHOD OF AWARD	10
2.3 PRICING	11
2.4 PERFORMANCE	11
2.5 SPECIFICATIONS	11
2.6 BIDDING REQUIREMENTS AND CONDITIONS	12
2.7 LIABILITIES	13
2.8 IRREGULAR BIDS	14
2.9 SAMPLES	14
2.10 DOCUMENTS	14
2.11 DEFAULT	14
2.12 DISQUALIFICATION OF BIDDERS	14
2.13 BID BOND	14
2.14 PUBLIC RECORDS	15
2.15 WARRANTY	15
2.16 COLLUSION	15
2.17 CONFLICTS OF INTEREST	15
2.18 INDEMNIFICATION	15
2.19 ALCOHOL AND DRUG-FREE WORKPLACE	16
2.20 CONSIDERATION	16
2.21 FAILURE TO EXECUTE CONTRACT	16
2.22 TERMINATION FOR CONVENIENCE	16
2.23 NON-APPROPRIATION OF FUNDS	16
2.24 BID PROTEST	16
2.25 BID WITHDRAWAL	17
2.26 ADDENDA	17

**TABLE OF CONTENTS**  
**(continued)**

2.27 CONTRACT AWARD	17
2.28 PAYMENT REQUIREMENTS	17
2.29 CHANGES	17
2.30 FORCE MAJEURE	17
2.31 COMPLIANCE	18
2.32 DEFAULT AND TERMINATION OF CONTRACT	18
2.33 ILLEGAL ALIENS	18
2.34 IRAN DIVESTMENT ACT	18
2.35 NON BOYCOTT OF ISRAEL	18
<b>3. SPECIFICATIONS</b>	
3.1 GENERAL SPECIFICATIONS	18
<del>3.2 MAJOR DATA REQUIREMENTS</del>	19
3.3 QUESTIONS	19
<b>ATTACHMENTS</b>	
BID CERTIFICATION SIGNATURE PAGE	20
BID FORM	21-22
BID LABEL	
CONTRACTOR'S QUALIFICATIONS AND REFERENCES	23-24
DRUG & ALCOHOL TEST ACKNOWLEDGEMENT STATEMENT AND AFFIDAVIT	25
STATEMENT OF NO BID	26
GMSD IRAN DIVESTMENT ACT COMPLIANCE	27
GMSD BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT	28
GMSD NON BOYCOTT OF ISRAEL ACT COMPLIANCE	29

**GERMANTOWN MUNICIPAL SCHOOL DISTRICT  
 INVITATION TO BID  
 GMSD FY2024-004  
 Riverdale Elementary School Painting Project  
 IMPORTANT DATES**

<b>DATE</b>	<b>EVENT</b>
<b>February 26, 2024</b>	<b>INVITATION TO BID PUBLISHED</b>
<b>Tuesday, March 12, 2024</b>	<p style="text-align: center;"><b>MANDATORY PRE-BID MEETING, 9:30 A.M.</b></p> <p style="text-align: center;"><i>Meet at the front office of            Riverdale Elementary School,            1745 Miller Farms Rd. , Germantown,            TN 38138</i></p>
<b>Tuesday, March 19, 2024</b>	<p style="text-align: center;"><b>4:00 P.M. QUESTIONS DEADLINE</b>            All questions must be submitted in            writing to            Jacqueline.saunders@gmsdK12.org</p>
<b>March 26, 2024</b>	<p style="text-align: center;"><b>BIDS DUE BEFORE 2:00 P.M.</b>   <b>BID OPENING AT 2:00 P.M. GMSD            DISTRICT OFFICE            3350 S. Forest Hill Irene Road 38138</b></p>
<b>May 23, 2024</b>	<b>START OF JOB</b>
<b>August 1, 2024</b>	<b>COMPLETION OF JOB</b>

**GERMANTOWN MUNICIPAL SCHOOL DISTRICT  
INVITATION TO BID  
GMSD BID #FY2024-004  
Riverdale Elementary School-  
Painting Project  
CERTIFICATION OF UNDERSTANDING AND AGREEMENT**

In compliance with this Invitation to Bid, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this bid be accepted to furnish any or all the items upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item.

The undersigned further agrees, if awarded an order or contract, to indemnify, protect, defend, and hold harmless Germantown Municipal School District, its Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against Germantown Municipal School District, its agents and employees arising out of the use of any product or article that is provided pursuant to the bid.

The bidder further agrees to indemnify, protect, defend and hold harmless Germantown Municipal School District, its Board Members, agents and employees from all judgments, claims, demands for payments, or suits or actions of every nature and description brought against the aforementioned alleging injuries or damages sustained by any person arising out of or in the course of the bidder performing or failing to perform the service and/or providing or failing to provide the goods related to this Bid.

I further attest and agree to immediately notify the Procurement Analyst, Germantown Municipal School District, if either I or the entity I represent can no longer make the foregoing certification. I understand that failure to notify the district may invalidate any and all agreements I have with the District.

I agree and certify my understanding of the requirements of the below:

The Contractor Licensing Act of 1994 of the General Assembly of the State of Tennessee and Amendments thereto, Tennessee Code Annotated (T.C.A.), Title 62, Chapter 6, Section 62-6-119 requires that all contractors must be licensed contractors in the State of Tennessee. Companies responding to this bid shall provide, in accordance to TCA, Title 62, Chapter 6, Section 62-6-119, Paragraph (b), **“...name, license number, expiration date thereof, and license classification of the contractors applying to bid or the prime contract and for the masonry contract where the total cost of the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000), materials and labor, electrical, plumbing, heating, ventilation, and air conditioning contracts, appear on the outside of the envelope containing the bid or in the submission of an electronic bid except when the bid is in an amount less than twenty-five thousand dollars (\$25,000). Only one (1) contractor in such classification may be listed. Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), material and labor, the electrical, plumbing, heating, ventilation and air conditioning must be so designated upon the outside of the envelope or in the electronic bid. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered. It is the duty and responsibility of the awarding person or entity who received the envelope containing the bid or the electronic bid to verify only the completeness of the required licensure information. Prior to the opening of the envelope or acceptance of an electronic bid, the names of all contractors listed thereon or therein shall be read aloud at the official bid opening and incorporated into the bid. Prior to awarding a contract, the awarding person or entity and its authorized representatives shall verify the accuracy, correctness and completeness of the information required hereby. The failure of any bidder to comply with all of the provisions hereof shall automatically disqualify such bid. However, bids administered by the Tennessee Department of General Services shall require that the information be furnished within the bid or bid document only. When the bid is less than twenty-five thousand dollars, (\$25,000), the name of the contractor only may appear on the outside of the envelope containing the bid or in the electronic bid document, and upon opening the envelope or review of the electronic bid, if such bid is in excess of twenty-five thousand (\$25,000), the same shall automatically be disqualified.**

Germantown Municipal School District reserves the right to require a Performance, Materials and Labor Bond from the successful proposer. In such an event the document cost for the Performance, Materials and Labor Bond will be reimbursed to the successful proposer. If a notarized Performance, Materials and labor Bond is required by the Owner the notarized Performance, Materials and Labor Bond must be from an insurance company licensed in the State of Tennessee for 100% of the contract amount awarded. If required, the notarized Performance, Materials and Labor Bond must be provided to:

Mr. John Truong, Operations Supervisor  
 Germantown Municipal School District  
 3350 South Forest Hill Irene Road  
 Germantown, TN 38138

**State the cost per \$1000.00 for Performance, Materials and Labor Bond, if required: \$ \_\_\_\_\_**

The successful Bidder shall be prohibited from discriminating against any individual on the basis of race, color, national origin (including ancestry, or any other subcategory or national origin recognized by applicable law), religion, sex (including any subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law.

Germantown Municipal School District encourages qualified minority and/or women-owned businesses to submit bids.

Germantown Municipal School District offers educational and employment opportunities without regard to race, color, national origin (including ancestry, or any other subcategory or national origin recognized by applicable law), religion, sex (including any subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law.

COMPANY NAME	TERMS: _____ DELIVERY: Days A.R.O. _____
ADDRESS	PHONE _____ FAX _____
CITY _____ STATE _____ ZIP _____	EMAIL ADDRESS _____

Name and Signature below certifies that you understand and agree to all information contained in this bid.

AUTHORIZED REPRESENTATIVE (PRINT)	SIGNATURE _____ DATE _____
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**GERMANTOWN MUNICIPAL SCHOOL DISTRICT  
 INVITATION TO BID  
 GMSD BID #FY2024-004  
 Riverdale Elementary School Painting Project**

Important Documents to Return to GERMANTOWN MUNICIPAL SCHOOL DISTRICT

<b>Included</b>	<b>Name of Document</b>
	GMSD Vendor Registration Packet, Including COI (SEPARATE ATTACHMENT) <b>(WITH BID)</b>
	NIGP Coding Sheets (SEPARATE ATTACHMENT) <b>(WITH BID)</b>
	W9 (SEPARATE ATTACHMENT) <b>(WITH BID)</b>
	Certification of Understanding and Agreement <b>(WITH BID)</b>
	Bid Certification Signature Page <b>(WITH BID)</b>
	Bid Form <b>(WITH BID)</b>
	Bid Label <b>(ON BID SUBMISSION)</b>
	Contractor’s Qualifications and References <b>(WITH BID)</b>
	Drug and Alcohol Testing Acknowledgement & Affidavit <b>(WITH BID)</b>
	Iran Divestment Act- Attachment B- Signed & Notarized <b>(WITH BID)</b>
	Non Boycott of Israel Certification <b>(WITH BID)</b>
	Bid Bond (If Applicable) <b>(WITH BID)</b>
	Addenda (ALL SIGNED) <b>(WITH BID)</b>
	<b>Statement of No Bid (IF you choose not to respond to this bid, please fill out and return)</b>

**GERMANTOWN MUNICIPAL SCHOOL DISTRICT INVITATION  
TO BID GMSD BID #FY2024-004  
Riverdale Elementary School Painting Project**

**1. SCOPE OF WORK**

**1.1 PURPOSE**

This bid should include all labor, materials, and all other considerations in the Painting Project for Riverdale Elementary School in accordance with the specifications.

**Detailed specifications and scope of work are attached.** The above description is not intended to be exhaustive and all details pertaining to scope of work and specifications are contained in the attached document.

**1.2 SUPPLY REQUIREMENTS**

**Detailed specifications and scope of work are attached.**

**1.3 INVOICE TO**

GERMANTOWN MUNICIPAL SCHOOL DISTRICT  
C/O JOHN TRUONG, OPERATIONS  
SUPERVISOR

3350 South Forest Hill Irene Road  
GERMANTOWN, TN 38138

**1.4 VENDOR'S RESPONSIBILITIES**

**FOR SEALED BIDS:**

**ALL DOCUMENTS** APPLICABLE AT TIME OF BID **must be signed in ink, dated and returned with your bid documents** to allow your bid to be considered. Documents not returned **will** result in a non-responsive bid.

**Disclaimer:** *All required documents may or may not be listed. It is the Contractor's responsibility to review all documents and return as specified. All information shall be entered in ink or typewritten. Mistakes may be crossed out and correction inserted before submissions of bid. The person signing the bid shall initial the correction in ink. Corrections and/or modifications received after the designated bid opening time will NOT be accepted.*

**FOR SEALED BIDS: (continued)**

- 1) Vendor Registration Packet, Including Certificate of Liability Insurance Naming the Germantown Municipal School District as Additional Insured-** Please double check checklist on signature page.
- 2) NIGP Coding Sheets-** Please check all categories that apply.
- 3) W9-** Please complete, sign and date.
- 4) Certification of Understanding and Agreement Page-** Page must be completed and signed with an original signature in ink.
- 5) Bid Certification Signature Page-** Contractor's License Number(s) must be inserted.

Page must be signed with an original signature in ink by an authorized officer, employee or agent of the bidder.

- 6) **Bid Form**-Page must be completed and signed with an original signature in ink.
  - 7) **Contractor's Qualifications and References**
  - 8) **Drug and Alcohol Testing Acknowledgement & Affidavit**- Document must be completed and signed with an original signature in ink.
  - 9) **Iran Divestment Act- Attachment B**- Document must be completed, signed **and notarized** with an original signature in ink.
  - 10) **Non Boycott of Israel Certification**. Must be signed and notarized with original in ink.
  - 11) **Bid Bond**- (5%)
  - 12) **Addenda (ALL)**
- All must be signed in ink and returned with your bid documents. It is the Bidder's responsibility to verify if an addendum was issued.
- 13) **All BIDS must be submitted in a sealed envelope with the Vendor's Name, Bid Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope**
  - 14) **Bid Label**- Please place on bid package or carton.

**NO BID ADJUSTMENTS WILL BE ACCEPTED.**

## 2. TERMS AND CONDITIONS

**The terms, conditions and specifications listed in this bid constitute the total terms and conditions that will be acceptable. Germantown Municipal School District will not be bound by conditions other than those stated.**

Specifics on start of work must be coordinated with JOHN Truong, Operations Supervisor, Germantown Municipal School District, [john.truong@gmsdk12.org](mailto:john.truong@gmsdk12.org), 901-752-7900.

### 2.1 INFORMATION GIVEN PRIOR TO AWARD

- Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the District's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the District discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum.
- **Any and all revisions made to this bid prior to the due date will be posted on <http://www.gmsdk12.org/BidRFPOpportunities.aspx> under Purchasing and will be the responsibility of the Bidder to check for any and all revisions.**

### 2.2 METHOD OF AWARD

The District reserves the right to award to the lowest responsive, responsible bidder; to award multiple contracts; and, to award the bid/contract that is deemed to be in the best value (most advantageous to the District) as determined by some, or all, of the following:

- Prices offered.
- Quality of product/service offered.
- General reputation and performance capabilities of the bidder
- Conformity with specifications herein
- Delivery and/or installation schedule

- Location and availability of service and/or repair facilities, personnel, and parts
- Suitability for intended use.
- Responses to provided references.
- Payment terms/discounts offered.
- Demonstrations provided, if required
- Ability to meet contract requirements such as warranty provisions, insurance requirements, bonding requirements, etc.

Germantown Municipal School District reserves the right to award this bid by line item, groups of items or the entire list of items (Lump Sum Total), whichever is deemed to be in the best interest of Germantown Municipal School District. Lump sum totals will be determined by the sum total of the extended unit cost of each item in a lump sum grouping. In all cases, the unit cost multiplied by the quantity bid will determine the extended cost of a line item.

### **2.3 PRICING**

- All pricing must be completed on the bid sheets provided.
- Successful bidder shall furnish all labor, materials, tools, and equipment for the installation.
- As deemed necessary, Germantown Municipal School District reserves the right to seek competitive pricing or bid items listed during the duration of the awarded contract.
- Costs not delineated in the bid response will not be negotiated in the contract.

### **2.4 PERFORMANCE**

- All work is to be performed during normal working hours—7:00 a.m. to 3:30 p.m., Monday-Friday. Extended working hours must be approved by the District.
- Completion date must be no later than **August 1, 2024**. Bidders must indicate the date for completion of the project. Completion date may be a factor in the bid award.
- All work should be performed in a neat and workman-like manner. Any and all cleanup of debris is the responsibility of the Contractor.
- If at any time Germantown Municipal School District is dissatisfied with the quality of service provided, a written notice of the specific problem(s) will be furnished to the vendor by certified letter. If the problem is not corrected to the satisfaction of GMSD within 5 days of the written notice, this entire contract may be unilaterally terminated by GMSD with no further obligation on the part of the District.

### **2.5 SPECIFICATIONS**

- The specifications given are not intentionally written around any one manufacturer and are for the purpose of indicating general size and description of the job.
- The District hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposes to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.
- The bidder 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 specifications.
- All bids must meet or exceed the enclosed specifications. Bidder must indicate manufacturer's name and model number offered. If bidder fails to provide this information, and an award is made, then the bidder shall supply the item(s) as specified. All items supplied.

by the successful bidder(s) shall be: 1) as per manufacturer's name (or approved equal), model number and description quoted; and 2) new and unused. Remanufactured and/or reconditioned items will be unacceptable. Items delivered not meeting these requirements shall be subject to return and replaced at no additional cost to the Germantown Municipal School District. Any exceptions to the specifications must be clearly noted and documented, literature to be included with bid for items quoted. Bid will be considered incomplete for failing to include required product literature along with bid and will be rejected.

- Changes to the bid specifications are not valid unless authorized in writing by the District Purchasing Department by means of an Addendum.
- Germantown Municipal School District reserves the right to request any additional information deemed necessary in the evaluation of this bid. Requested information shall be submitted within five (5) business days from date of request.
- Germantown Municipal School District has the right, at its discretion, to terminate or renegotiate this Agreement due to occurrence, event, or action beyond its control.
- The District reserves the right to extend the terms, conditions and prices of this contract to other Institutions (such as State, Local and/or Public Agencies and/or School Districts) who express an interest in participating in any contract that results from the bid. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods/services by bidding of this service. Bidder agrees that Germantown Municipal School District shall bear no responsibility or liability for any agreements between bidder and the other Institution(s) who desire to exercise this option.

## 2.6 BIDDING REQUIREMENTS AND CONDITIONS

- Sealed Bids will be received at the GMSD District Office—3350 South Forest Hill Irene Road, Germantown, TN 38138—**before Tuesday, March 26, 2024, at 2:00 P.M.** Timely receipt of bids will be determined by this date and time at the address specified. Hand delivery is encouraged to ensure timely receipt. **No bid will be accepted after 2:00 P.M. on March 26, 2024.**
- Questions regarding bid specifications should be directed via email to **John Truong**, Operations Supervisor, Germantown Municipal School District, [john.truong@gmsdk12.org](mailto:john.truong@gmsdk12.org), by no later than 4:00 p.m. Central time on Tuesday, March 19 by 4:00 p.m. **All questions must be submitted by email; no oral questions will be accepted.** [Purchasing questions related to this bid must be submitted electronically to Jackie Saunders, at \[Jacqueline.saunders@gmsdk12.org\]\(mailto:Jacqueline.saunders@gmsdk12.org\), no later than 4:00 p.m. Central](#) time on **Tuesday, March 19, 2024. All questions must be submitted by email; no oral questions will be accepted.**
- **All price quotations and related materials must be received in a sealed envelope and marked with label provided to clearly display time, date, and nature of bid.**
- All material that is submitted in accordance with this solicitation becomes the property of Germantown Municipal School District and will not be returned.
- The bidder shall submit their bid upon the forms furnished by the Purchasing Department of Germantown Municipal School District. **On the bid form**, the bidder shall specify **a unit price** in figures for each pay item for which a quantity is given. The bidder must also show the **products of the respective unit prices and quantities** written in figures in the column. "Amount Bid," and the **total amount of the bid** obtained by adding the amounts of the several items. All figures should be written in blue ink or typed. *Penciled entries will not be accepted, and the bid will be rejected.*

- The bid as well as the **Certification Agreement** and **Hold Harmless Agreement (included in Vendor's Packet)** shall be signed in ink by the individual or agency authorized to sign and submit this bid for the bidder.
- Mistakes may be crossed out and correction inserted before submission of the bid. The person signing the bid shall initial correction in ink. Any other type of alteration to this bid document by a vendor will deem that vendor's response null and void.
- The bid signature page must include the bidder's name and address and the state and address in which the business is domiciled.
- The successful vendor shall be a licensed contractor in the State of Tennessee and shall meet all necessary legal requirements of conducting business with Germantown Municipal School District.
- Bidder must submit a list of three (3) references for projects completed. References shall be for projects of similar size and scope. References shall include: company name, address, telephone number, contact name, email address and date project was completed.
- The successful bidder shall meet the necessary legal requirements for conducting business with the Germantown Municipal School District.
- No bid may be withdrawn for a period thirty (30) days after the bid opening without written approval of the Procurement Analyst.
- Bidder's recommendation must be compliant with local, state and federal laws and regulations including but not limited to seismic. The successful bidder shall perform its obligations hereunder in compliance with any and all applicable federal, state and local laws, rules and regulations, including applicable licensing requirements, according to sound engineering, management and safety practices and in compliance with any and all reasonable rules of the school districts relative to the premises.

## 2.7 LIABILITIES

- It is understood that the bidder, if awarded an order or contract pursuant to this bid, agrees to protect, defend, and save harmless, Germantown Municipal School District from any suits or demands for payment that may be brought against it as a result of the contract.
- The successful bidder agrees that it will function as an independent contractor and agrees to indemnify and hold harmless Germantown Municipal School District, its Board Members, employees, and agents for any and all claims that may arise out of its duties contracted for pursuant to this bid.
- Successful bidders and their employees must adhere to all applicable school policies and procedures.
- The successful bidder will be responsible for obtaining and furnishing any/all permits with local and/or state code enforcement agencies to complete the project as described in this bid.
- The bidder shall hold the District, its officers, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopied righted composition, secret process, patented or unpatented invention under this bid, and agrees to defend, at its own expense, any and all action brought against the District because of the unauthorized use of such articles.
- The District, by execution of this Agreement, assumes no liability for damages caused to persons or property by reason of Contractor providing services herein or for injury to any employee, agent or subcontractor of the Contractor performing under this Agreement.

## **2.8 IRREGULAR BIDS**

Bids will be considered non-responsive and shall be rejected for the following reasons:

- If the Bid Form(s) are on a form other than that furnished by the District or if the form is altered or any part thereof is detached.
- If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
- If the bidder adds any provisions reserving the right to accept or reject an award, or to enter a contract pursuant to an award.
- If the Bid Form does not contain a unit price for each pay item listed except in the case of alternate pay items.
- If the Bid Documents are not sealed when received by the District.
- If the Signature Page or other documents requiring a signature are not signed in ink.
- If Addenda are not signed, in ink, and returned with the Bid Documents.

## **2.9 SAMPLES**

Requirements for samples are as follows:

- Samples of items, when required, shall be furnished free of cost to the District.
- Samples of items selected may be retained for future comparison.
- Samples that are not destroyed by testing, or that are not retained for future comparison will be returned upon request at the bidder's expense.

## **2.10 DOCUMENTS INCLUDED IN CONTRACT**

The specifications, terms/conditions and detailed requirements shall become a part of any contract agreement and/or purchase order that result from this bid.

## **2.11 DEFAULT**

In case of default by the bidder, the District may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the bidder, the difference between the price named in the contract or purchase order and actual cost thereof to the District. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. Periods of performance may be extended if the facts as to the case of delay justify such extension in the opinion of the District.

## **2.12 DISQUALIFICATION OF BIDDERS**

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

- More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.
- Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for future work with the District until any such participant shall have been reinstated as a qualified bidder.
- Bidder, or its principals or affiliates, is disbarred, suspended, or ineligible from federal contracting.

## **2.13 BID BOND**

When required, bid will be accompanied by a 5% Bid Bond or a Cashier's Check in an amount not less than the amount indicated on the Bid. Bid Bonds shall be signed by the bidder and their surety.

company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond. When required, bidders must supply certificate of insurance or bonds through a company that is authorized to do business in the State of Tennessee.

#### **2.14 PUBLIC RECORDS**

Notwithstanding anything to the contrary contained herein or within the other document supplied to Germantown Municipal School District by the Contractor, the Contractor understands and acknowledges that the District is a governmental entity subject to the State of Tennessee Public Records Act and that any reports, data or other information supplied to the District regarding services performed hereunder may be subject to disclosure as a public record in accordance with the laws of the State of Tennessee.

#### **2.15 WARRANTY**

The Contractor warrants to the District that all goods/work shall be free from defects in design and faulty or improper materials and/or workmanship, shall be in strict compliance with the terms of this Agreement and shall be fit and sufficient for the purpose intended. This warranty- labor and material- (Manufacturer's Standard) shall be effective for one year from the date of acceptance by the District of such goods and/or services as satisfactorily complete, and shall be in addition to all other warranties, express, implied or statutory. The warranty shall survive the termination or expiration of this Agreement.

#### **2.16 COLLUSION**

Bidders, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

#### **2.17 CONFLICTS OF INTEREST**

By submitting a proposal, the Bidder certifies that no amount shall be paid directly or indirectly to an employee or official of Germantown Municipal School District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Bidder in connection with the procurement under this Bid.

Any individual, company or other entity involved in assisting the District in the development, formulation, or drafting of this Bid or its scope of services which shall be considered to have been given information that would afford an unfair advantage over other Bidders and said individual, company or entity may not submit a proposal in response to this Bid.

#### **2.18 INDEMNIFICATION**

The Contractor shall indemnify, hold harmless and defend regardless of outcome, the District from expenses of and against all suits, action, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

### **2.19 ALCOHOL AND DRUG-FREE WORKPLACE**

Along with its bid, the bidder shall submit the affidavit certifying compliance, requiring the Contractor and its subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the Contract. *The affidavit form is attached.*

### **2.20 CONSIDERATION**

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid form by the unit bid prices. The results of such comparisons will be available on the Purchasing page of [www.gmsdk12.org](http://www.gmsdk12.org). The District reserves the right to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Purchasing Department, it is in the best interest of the District.

### **2.21 FAILURE TO EXECUTE CONTRACT**

Failure to execute the contract, file acceptable bonds and submit acceptable evidence, if required by contract, of good faith efforts to obtain participation by disadvantaged businesses within 15 calendar days after the contract has been received by the bidder shall be just cause for the cancelation of the award of contract and the forfeiture of the cash or bid bond which shall become the property of the District, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the District may decide.

### **2.22 TERMINATION FOR CONVENIENCE**

The performance of work under this contract may be terminated by the District in accordance with this subsection in whole, or from time to time in part, whenever it shall be determined that such termination is in the best interest of the District. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

### **2.23 NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this contract, funds for this contract are payable from state, federal, and/or local appropriations. In the event that no funds or insufficient funds are appropriated and budgeted for monetary obligations which would otherwise be due and owing under the terms of this contract, this contract shall become null and void. After such termination of this contract, the Customer shall have no continuing obligation under the terms of this contract.

In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed to the termination date. Such termination by the District shall not be deemed a Breach of Contract by the District, and the Contractor shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount that have not been earned as of the date of termination.

### **2.24 BID PROTEST**

Any protest concerning the award of this bid shall be addressed to the Procurement Analyst. Protest shall be made in writing to the Procurement Analyst and shall be filed within seven (7) days after the intended award is announced. A protest is considered filed when received by the Procurement Analyst. The written protest shall include the name and address of the protester, identification of the procurement, a statement of the specific reasons for the protest and supporting.

exhibits. The submitted information will be reviewed with the appropriate Department Head and Superintendent to render a final decision and a formal response provided within seven days. This decision relative to the protest shall be considered final.

### **2.25 BID WITHDRAWAL**

At any time up to the hour and date set for opening of bids, a bidder may withdraw his/her bid. Such withdrawal must be in writing and sent to the Procurement Analyst at the address set forth herein, and delivered in person. Such withdrawal shall be effective only upon receipt by the Procurement Analyst and will not preclude the submission of another bid by such bidder to the hour and date set for the opening of bids.

After the scheduled time for opening of bids, no bidder will be permitted to withdraw his/her bid.

### **2.26 ADDENDA**

Any matter of this bid package that requires explanation or interpretation **must** be submitted in writing by **Tuesday, March 19, 2024, no later than 4p.m.—i.e. a minimum of three (3) business days (excluding weekends and holidays) prior to the time set for the Bid Opening.** Email all questions to [Jacqueline.saunders@gmsdk12.org](mailto:Jacqueline.saunders@gmsdk12.org). All questions will be responded to in the form of written addenda to all Bidders and posted on the **District’s Purchasing page.** *It shall be the vendor’s responsibility to check the website for published addenda. All addenda that a Bidder receives shall become part of the contract documents.*

No addenda will be issued later than three (3) business days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes a revised date for receipt of bids.

### **2.27 CONTRACT AWARD**

Contract Award may be ALL OR NONE based on the “TOTAL BID AMOUNT” on the Bid Form, or the Contract Award may be awarded to multiple bidders if it is in the District’s best interest.

### **2.28 PAYMENT REQUIREMENTS**

The Contractor will be paid in accordance with the Bid Form. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

### **2.29 CHANGES**

The District reserves the right to revise the “Work Locations and Schedule” and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the District. Changes in compensation, which may result from such revisions, shall be documented by an Amendment to the contract and approved by the Deputy Superintendent of the Germantown Municipal School District.

### **2.30 FORCE MAJEURE**

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the District promptly in writing of any cause for delay and the District concurs that the delay was beyond the control and without the fault or negligence of the

Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

### **2.31 COMPLIANCE**

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint and to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in the Termination section (2.32).

If the Contract Administrator is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors' violation. Failure of the Contractor to attend these inspections may result in termination of the contract.

### **2.32 DEFAULT AND TERMINATION OF CONTRACT**

Upon thirty (30) days written notice, with or without cause, the District may terminate this Contract. Following such termination, the District and the Contractor shall agree upon an amount of payment for all Contract items properly performed or furnished prior to the effective date of termination.

### **2.33 ILLEGAL ALIENS**

Contractor warrants that any contract resulting from this Bid:

- Does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States;
- Takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United State constitutes a material breach and shall be cause for the imposition of up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

### **2.34 IRAN DIVESTMENT ACT**

By submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

### **2.35 NON BOYCOTT OF ISRAEL:**

The Contractor 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.

### **2.36 LIQUIDATED DAMAGES**

Liquidated damages will be assessed at \$500 per calendar day for every day substantial completion is not achieved past **August 1, 2024**.

## **3. SPECIFICATIONS**

### **3.1 GENERAL SPECIFICATIONS**

The specifications provided are not intentionally written around any one manufacturer and are for the purpose of indicating general information needed. The District hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposes to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications. The bidder shall abide by and comply with the true intentions of the specifications and not take advantage of any unintentional

Changes to the bid specifications are not valid unless authorized in writing by the Germantown Municipal School District Purchasing Department by means of an addendum.

**3.2 MATERIAL SPECIFICATIONS**

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*When taking an exception(s) please return the specification page(s) and exception page with your submitted bid package.*

**3.3 QUESTIONS**

Questions concerning specifications should be sent to Mr. John Truong, Operations Supervisor, Germantown Municipal School District, via e-mail to [john.truong@gmsdk12.org](mailto:john.truong@gmsdk12.org). All inquiries concerning Purchasing should be directed to Jackie Saunders via email to [Jacqueline.saunders@gmsdk12.org](mailto:Jacqueline.saunders@gmsdk12.org).

**GERMANTOWN MUNICIPAL SCHOOL DISTRICT**  
**BID CERTIFICATION SIGNATURE PAGE**  
*Germantown Municipal School District*  
*3350 South Forest Hill Irene Rd.*  
*Germantown, TN 38138*

**BID # GMSD FY2024-004**

**BID TITLE: Riverdale Elementary School Painting Project**

This response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this bid. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.

Federal identification Number	Contractor's License No.	Addtl. License Nos. (if Required)	
Company Name		State of Domicile	
Mailing Address	City	State	Zip Code
Contractor or Authorized Representative's Printed Name		Phone Number (with Area Code)	
E-Mail Address		Fax Number (with Area Code)	

*By signing, the contractor acknowledges his/her responsibility for this bid, and that he/she will comply with all the terms, conditions, and specifications of this bid.*

Contractor or Authorized Representative's Signature	Date Signed
---	-------------

If **not domiciled** in the State of Tennessee, please provide an address where business is conducted in the State of Tennessee, if applicable:

By signing, the contractor acknowledges his/her responsibility for this bid, and that he/she will comply with all the terms, conditions, and specifications of this bid.	Contractor or Authorized Representative's Signature	Date Signed	If <b>not domiciled</b> in the State of Tennessee, please provide an address where business is conducted in the State of Tennessee, if applicable:
By signing, the contractor acknowledges his/her responsibility for this bid, and that he/she will comply with all the terms, conditions, and specifications of this bid.	Contractor or Authorized Representative's Signature	Date Signed	If <b>not domiciled</b> in the State of Tennessee, please provide an address where business is conducted in the State of Tennessee, if applicable:

**This page must be signed with an original signature and returned with your BID documents.**

**BID FORM**  
**BID # GMSD BID #FY2024-004**  
**Riverdale Elementary School**  
**Painting Project**

*\*Project can begin possibly sooner, but no later than May 23, 2024*

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**\*Project must be completed no later than August 1, 2024. BIDDER:**

Bid shall be filled in completely, by the Contractor, in the bid schedule by indicating total dollars and cents. All costs, including hourly rates, will be included here and will be fully-burdened to include, but not limited to: wages, transportation, lodging, overhead, and per diem. All figures shall be written in ink or typed. Penciled entries will NOT be accepted and will be considered irregular and rejected.

***Bidders must indicate project completion time after receipt of order (A.R.O.). Project Completion Date is critical and will be a factor in the evaluation and award of this bid. Dates of work and schedule must be coordinated with John Truong, Operations Supervisor Germantown Municipal School District, [john.truong@gmsdk12.org](mailto:john.truong@gmsdk12.org), 901-752-7900.***

**Project Completion Date:**

**State your cost per \$1000.00 for Performance, Materials and Labor Bond (if required): \$ \_\_\_\_\_**

<b>Company Name:</b>			<b>Address:</b>				
<b>Organized and existing under the laws of the State of :</b>		<b>and doing business as:</b>	a corporation	a partnership	an individual	a limited liability company	other
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	<b>Telephone (with Area Code):</b>		<b>Fax (with Area Code):</b>		
<b>Name:</b>				<b>Title:</b>			
<b>Authorized Signature:</b>					<b>Date:</b>		

**THIS PAGE MUST BE SIGNED (IN INK) & RETURNED WITH YOUR BID**

SECTION 00310-BID FORM

The Bid includes all work shown on the plans and listed in the specifications.

A. All areas in the specifications (\$ \_\_\_\_\_ )

State amount in both words and figures.

**GRAND TOTAL(\$ \_\_\_\_\_ )**

**STATE AMOUNT IN BOTH WORDS AND FIGURES**

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of ONE HUNDRED TWENTY (120) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will submit the following documents within ten (10) days:

1. Executed formal contract (attached as Section 00510)
2. Executed performance bond (attached as Section 00610)
3. Certificates of insurance coverage per Section 00710 Article 20

The bid security attached in the sum of five percent (5%) of the bid is to become the property of the Owner in the event the contract, bond and insurance certificates are not executed within the time limit set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Bidder acknowledges receipt of Addendum(s) Nos. \_\_\_\_\_

Respectfully submitted,

Contractor's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed or Typed Name and Title \_\_\_\_\_

Business Address \_\_\_\_\_

Seal Required - if bid is by a corporation.

All bids must be received, and time stamped at Germantown Municipal School District Administrative Offices, 3350 South Forest Hill Irene Rd. Germantown, TN 38138, prior to stated bid opening date and time. Bids received after the specified date and time will be considered late and will not be opened.

All price quotations and related materials must be received in a sealed envelope. Time, date, and nature of bid must be clearly marked on face of sealed envelope as well as appropriate Contractor's License information.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License Number \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
License Classification \_\_\_\_\_

**Jackie Saunders  
Procurement Services  
Germantown Municipal School  
District  
3350 Forest Hill Irene Rd.  
Germantown, TN 38138**

**BID # GMSD FY2024-004  
Riverdale Elementary School  
Painting Project  
Tues. March 26, 2024 @ 2:00  
P.M. Central Time**

**CONTRACTOR'S QUALIFICATIONS & REFERENCES**

All Contractors/vendors for these services must have adequate industry and professional qualifications. The District will confirm the below qualifications and references prior to awarding the Contract.

1. All contractors/vendors must be in business for a minimum of **at least three continuous years.**

2. Please note contractor license and qualifications (if applicable): \_\_\_\_\_

**Legal Name of Company:** \_\_\_\_\_

**Street/Mailing Address:** \_\_\_\_\_

**Type of Entity (Corp., LLC, etc.):** \_\_\_\_\_ **State Est:** \_\_\_\_\_

**Main Telephone No.:** \_\_\_\_\_ **Main Fax No.:** \_\_\_\_\_

Number of Continuous Years in Business: \_\_\_\_\_

Number of Employees Full-Time: \_\_\_\_\_ Part-Time: \_\_\_\_\_

Name of the main contact person and project superintendent (if applicable) planned for this project (including qualifications, experience and technical skills):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Largest similar construction project completed from 2014 to present (if applicable):

- Name of Customer and/or Project and Cost: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project experience with renovations and/or building of similar projects:

- Name of Customer and/or Project and Cost: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR'S QUALIFICATIONS & REFERENCES**  
**(continued)**

**REFERENCES (Provide three (3) references.)**

**1. Name:** \_\_\_\_\_  
Date of Project (if applicable): \_\_\_\_\_  
Specific Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Primary Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**2. Name:** \_\_\_\_\_  
Date of Project (if applicable): \_\_\_\_\_  
Specific Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Primary Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**3. Name:** \_\_\_\_\_  
Date of Project (if applicable): \_\_\_\_\_  
Specific Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Primary Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**DRUG AND ALCOHOL TESTING ACKNOWLEDGEMENT STATEMENT AND AFFIDAVIT**

Comes \_\_\_\_\_, for and on behalf of  
*(Printed Name of Principal Officer of Company)*

\_\_\_\_\_, the “Company” and makes oath that:

(i) the Company has received a copy of the relevant portions of Germantown Municipal School District Vendor Registration Packet and Policies; (ii) the Company understands that it must have a drug and alcohol policy in effect for its employees.

\_\_\_\_\_  
Signature  
Title: \_\_\_\_\_

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**STATEMENT OF NO BID**

Please take a few minutes to complete this form and return it to [jacqueline.saunders@gmsdk12.org](mailto:jacqueline.saunders@gmsdk12.org) if you are submitting a "No Bid" response.

We ask that you place an "X" on the appropriate blank that corresponds with your company's "No Bid" response.

- 1. \_\_\_\_\_ Specifications too "tight," i.e. geared toward one (1) brand or manufacturer only. (Briefly explain below.)
- 2. \_\_\_\_\_ Specifications are unclear. (Briefly explain below.)
- 3. \_\_\_\_\_ We are unable to meet specifications.
- 4. \_\_\_\_\_ Insufficient time to respond to Invitation to Bid (Briefly explain below, if fault of GMSD.)
- 5. \_\_\_\_\_ Our schedule would not permit us to perform within the required time.
- 6. \_\_\_\_\_ We are unable to meet bond requirements.
- 7. \_\_\_\_\_ We are unable to meet insurance requirement.
- 8. \_\_\_\_\_ We do not offer this product or service.
- 9. \_\_\_\_\_ Other (Specify below.)

Further remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

## Germantown Municipal School District Iran Divestment Act Compliance

The Iran Divestment Act of 2016, effective as of July 1, 2016, is codified at TCA § 12-12-101 *et seq.* The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the DISTRICT, from entering into contracts with persons or entities engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in TCA § 12-12-105, a person engages in investment activities in the energy sector if:

- (1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas, for the energy sector of Iran; or
- (2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to §12-12-106, as a person engaging in investment activities in Iran as described in this section.

This Act requires the State of Tennessee’s chief procurement officer to publish on the State’s website a list of persons it determines engage in investment activities in Iran (the “Prohibited Entities List”).<sup>1</sup>

Any BIDDER that is on the Prohibited Entities List will be ineligible to contract with the DISTRICT.

Pursuant to the Act, any BIDDER that attempt to contract with the DISTRICT must certify, at the time the bid is submitted, that the BIDDER is not identified on the Prohibited Entities List. A bid shall not be considered for award, nor shall any award be made where the BIDDER fails to submit a signed and verified Bidder’s Certification.

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<sup>1</sup> The State of Tennessee’s list, published in July 2016, can be found on the following website: [https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106,\\_Iran\\_Divestment\\_Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

**Germantown Municipal School District  
Bidder's Certification of Compliance with Iran Divestment Act  
TCA § 12-12-101 et seq.**

Comes \_\_\_\_\_, for and on behalf.  
*(Printed name of Principal Office of Company)*

\_\_\_\_\_, (the "Company") and, after being duly

authorized by the Company so to do, makes oath that:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to the Iran Divestment Act, TCA § 12-12-106.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**ITB # GMSD BID #FY2024-004**

Riverdale Elementary School Painting Project

GMSD Department of Operations

Note: drawings are incorporated as part  
of this bid.

**Non-Boycott of Israel Certification**

The Contractor 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.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
signature and title

Sworn to and subscribed before me, a Notary  
Public, this \_\_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
\_\_\_\_\_  
My commission expires on \_\_\_\_\_  
\_\_\_\_\_

# **GMSD BID # FY2024-004 RIVERDALE ELEMENTARY SCHOOL**

## **PAINTING PROJECT**

### **ATTACHMENT A**

#### **General Paint Bid Specifications**

1. It is the intention of these specifications to have all existing painted surfaces repainted. All paint shall be applied at the manufacturer's recommended mil thickness per coat. In any case, the application shall be sufficiently heavy to achieve pleasingly uniform color and lucid effect.
2. Successful bidder shall supply a 24" x 24" sample of each type and color paint for owner's approval before any paint is applied. At this time the contractor must perform a Field Adhesions Test. Preferred method is the Cross-Cut Test. This method is utilized in evaluating the adhesion of either one or multiple coats. The procedure consists of cutting a grid pattern of perpendicular lines through the paint all the way to the substrate, then spreading pressure-sensitive tape (3M 250 flatback masking tape) over the cuts and rapidly pulling it off. Qualitative measurements are quickly observable and result in either pass/fail or on a scale of 0-5 in accordance with ASTM D3359 procedure specification. These samples and testing shall be applied at the job site in an area as permitted by owner. Also, Germantown Municipal School District representative shall review the first finished room, space, etc. and when applicable, shall be used as project standard for each color scheme.
3. All paints shall be delivered to the job mixed and shall not be thinned on the job.
4. Contractors shall furnish all labor, materials, tools and equipment necessary for a complete repainting job.
5. All paint shall be applied by brush or roller except where other applications are permitted in writing by GMSD.
6. All previously painted areas shall be repainted. All articles affixed to buildings, such as hardware and light fixtures removed by painting contractor, shall be replaced after completing painting of that area. All electrical device plates must be removed stored carefully and replaced after paint has dried. It shall be the responsibility of the painting contractor to record any area that was identified during the project walk- through as NOT TO BE PAINTED. Otherwise, refer to Paragraph #1 above of the Paint Bid Specifications.

7. Color shall be selected and approved by Germantown Municipal School District.
8. Miscellaneous pre-finished items such as grill, diffusers, etc. that does not blend with color schemes shall be painted as directed by Owner. All paints and materials shall be first line, brand name and approved by Owner before work is started. SEE THE ATTACHED PAINT SPECIFICATION LIST
9. It shall be the responsibility of the contractor to provide approved storage for materials and equipment at a location approved by the Owner. **NO PAINT, MATERIALS OR EQUIPMENT SHALL BE STORED WITHIN ANY GERMANTOWN SCHOOLS BUILDING.**
10. All staging, scaffolds, ladders, etc. shall always be maintained in a manner to meet OSHA Safety Requirements and not be a hazard to Germantown School personnel. Adequate exits from all buildings shall be maintained in all areas to meet Fire Marshal's regulations.
11. All non-painted areas, such as scrubs, floors, glass, etc. shall be protected. Upon completion of work, the contractor shall remove all splattering and remove all paint-related rubbish from premises. The paint contractor shall be held responsible for any related damages.
12. The paint contractor shall supply two (5) gallons of each paint applied for each job site. The paint shall be in new unopened containers, identified by brand, color and formula for Owner's future use. The painting contractor shall also supply Germantown Schools Close out Documents listing all paint colors (including formulas) paint manufacturer's warranty, MSDS (Material Safety Data Sheets) sheets and product specification sheets for all products used for each job site.

### **General Specification for Cleaning and Preparation**

1. Proper product selection, surface preparation, and application affect coating performance. Coating integrity and service life will be reduced because of improperly prepared surfaces. Selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system.
2. Selection of the proper method of surface preparation depends on the substrate, the environment, and the expected service life of the coating system. Economics, surface contamination, and the effect on the substrate will also influence the selection of surface preparation methods.
3. The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.

4. Remove mildew before painting by washing with a solution of 1-part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry 48 hours before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that meets your skin. Do not add detergents or ammonia to the bleach/water solution.
5. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface and material temperatures must be 50°F or higher to use low temperature products.
6. Refer to the current MSDS/EDS for specific VOCs (calculated per 40 CFR 59.406). VOCs may vary by base and sheen.
7. All remaining metal lockers in shall be prepped and paint throughout the school.
  - a. Remove all removable locker hardware and save for reinstall.
  - b. Prep lockers by sanding all exterior and interior surfaces with 3M Scotch-Brite Extra Duty Hand Pad 6444 6" x 9" Aluminum Oxide FIN Grit-60 Pads.
  - c. Clear all exterior and interior surfaces with low VOC degreasing cleaner.  
When Lockers are completely dry and directly before paint application wipe with 3M adhesive tack cloth.
8. Metal doors and frames preparations.
  - a. Prep by sanding off all unknown paint down to original manufactures primer. Where metal is exposed re-prime with commercial metal primer.
  - b. Repair all holes by welding or by using like metal fastener to fill hole, sand or grind smooth. Then finishing and smoothing use 3M Bondo Body Filler.
9. Wood Door preparations and paint process throughout the school except new renovation including PE Gym.
  - a. Prep wood door by sanding through sealer/ varnish, and paint to raw wood or to original manufactures primer but not through the veneer layer. Final sanding before paint application must be with the grain on the wood and using 180 grit 3M sandpaper.
  - b. Remove all dust and debris in preparation for applying oil base primer and oil base paint.

10. Wood Door preparation and varnish process throughout the school except new renovation .
  - a. Pre wood doors by lightly sanding all surfaces with 200 grit 3M sanding block.
  - b. Remove all dust, debris and clean for varnish application.
  - c. Apply Urethane sealer/Varnish; Fabulon HD Poly 1609585

### **General Specifications for Exterior Painting of School**

1. Exterior surfaces shall be pressure washed @ 3000 psi to insure removal of chalk, mold, mildew, or any other foreign material. Wood surfaces shall be pressure washed @ a maximum of 3000 psi. Where needed, other additional approved means, as may be necessary, shall be used to insure removal of all other foreign materials.
2. All surfaces after having been properly cleaned and de-scaled shall have all joints resealed by proper method and all areas that have been cleaned to the primary surface material shall be spot primed with a minimum of coat primer and two coats of finish, allowing an adequate amount of drying time before primary finish is applied.
3. All painted surfaces shall have a minimum of two coats at 150 square feet per gallon with Okon Paint booster additive (or approved equal).
4. Metal Surfaces: All metal surfaces shall be properly cleaned prior to application of finishing products by sandblasting, wire brush, sanding, water blasting, etc. and prepared for final finishes by applying the appropriate primer for the type of metal:
5. Caulking and Putty: Prior to any finish, all surfaces cleaned, loose caulking, putty, and masonry fillers shall be replaced with an Owner Approved material.
6. Masonry and/or concrete shall be washed with a minimum of 3000 psi to insure a clean prepared surface free of putty and masonry fillers etc.
7. Exterior painting shall not be done while surfaces are damp, wet, or frosted. Temperature must be above 50 degrees Fahrenheit.
8. All exterior Architectural concrete block and masonry shall be 3000 psi washed to remove old paint and/or other sealants prior to application of new finish in compliance with pages #8 for sealer application where no paint is applied. Where concrete block exists an extra coat of paint with Okon Paint Booster (or approved equal) shall be applied to all joints with blocks to be back rolled.

9. All exterior brick veneer must be pressure washed, Pressure wash with water at 3000 PSI, and 3 GPM using a 15-degree nozzle. The user shall make a sweeping motion with the spray gun and the nozzle must be held between 12" and 15" from brick surface.
10. Where applicable, Second, Finish Paint shall comply with "Specifications for Exterior Painting of Schools".
11. All other exterior painting, caulking, and sealing shall comply with manufactures specifications.
12. All products and procedures used shall meet or exceed those specified.
13. Masonry Repair and Re-pointing: Masonry Re-pointing should occur only where necessary. Deteriorated mortar shall be removed to a point where stable undamaged mortar exists or a minimum of 1/2" (inch) without causing damage to existing brick or other adjacent units. Joints shall be repaired in such a manner as that the new mortar matches the existing historic mortar in composition, color, texture, tooling, size, and profile of joint. Prepackaged "masonry cements" generally containing Portland cement, are allowed if they match existing masonry. When necessary, appropriate steps shall be taken to modify the mortar mixture to match existing joint compound. Where older, softer historic brick exist, the following soft, lime rich mortar mix is recommended: 1-part white Portland cement, 3 parts Type S hydrated lime, 6 parts sand with no admixture.

### **General Specifications for Interior Painting of School**

1. Remove any scaling with wire brush, scraping tool or sandpaper and spot prime or block fill then add two finish coats.
2. Paint all walls with two finish coats per product specifications or until properly covered. If there is a change in color, always use two coats. If necessary, third and fourth coats shall be applied until it effectively covers the existing paint color.
3. Neatly cut-in around all graphics to create appearance that no painting has been done.
4. Complete painting in one area of the school before moving to another area, staying ahead of Plant Manager's cleaning and/or in conjunction with other construction tasks or trades.
5. All metal and wood trim must be sanded with 180 grit free sandpaper by 3M Company.

6. Check all walls for loose paint or caulking. Clean by wire brush. Spot prime with block filler, if necessary. Caulk any open mortar joint, expansion joint and doorframes. Repair all defects in drywall surfaces. Add scaling putty when missing. Strain all paint material from original containers and restrain all material left over from previous day.

**Finishes:**

1. CMU: **Semi-Gloss or Satin**
2. Gypsum Walls: **Eg-Shel**
3. Hard Ceiling: **Eg-Shel**
4. Handrails, Bollards, Door Frames, Steel Doors, Window Frames: **Gloss**
5. Fire Extinguishers cabinets and Fire safety areas: **Gloss**
6. Urethane sealer: **Satin**
7. Metal lockers: **Semi-Gloss**

**Sherwin Williams Specification: Interior Paint & Exterior Paint Surfaces-Specified product/color or approved equal should be used in each specified application/ setting.**

**a. ProMar® 200 Zero VOC Interior Latex** — A durable, professional quality zero VOC vinyl acrylic topcoat available in a Flat, Low Sheen, Eg-Shel, and Semi-Gloss finishes.

**b. Pro Industrial™ Pre-Catalyzed Water based Epoxy** — A single component, waterborne acrylic epoxy that offers the durability and resistance to stains and most cleaning solvents usually characteristic of two-component water-based epoxies. Available in an Eg-Shel and Semi-Gloss finish.

**c. Pro Industrial Water Based Catalyzed Epoxy** — A two-component, water-based epoxy formulated to provide excellent corrosion resistance, chemical resistance, abrasion resistance, and moisture resistance. Available in an Eg-Shel and Gloss finish.

**d. Pro Industrial Acrylic Coating** — A single component, light industrial, 100% acrylic coating that flows and levels to a smooth finish. Available in an Eg-Shel, Semi-Gloss, and Gloss finishes.

**CMU —Concrete Masonry Units with existing and new**

*Semi-Gloss Finish*

**Filler:** PrepRite Block Filler, B25W25

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** ProClassic Waterborne Interior Acrylic Semi-Gloss Enamel, Deep Base B31W01153 or Extra White B31W01151

**2nd coat:** ProClassic Waterborne Interior Acrylic Semi-Gloss Enamel, Deep Base B31W01153 or Extra White B31W01151

**Alternate:**

**Filler:** PrepRite Block Filler, B25W25 (New CMU)

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2<sup>nd</sup> coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

*Eg-Shel Finish*

**Alternate:**

**Filler:** PrepRite Block Filler, B25W25

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Eg-Shel, K45 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Eg-Shel, K45 Series

**Masonry and Concrete — Ceilings and Soffits**

*Flat Finish*

**Primer:** Loxon Concrete & Masonry Primer Sealer, A24W8300

**1st coat:** A-100 Exterior Latex Flat Extra White, A06W00151

**2nd coat:** A-100 Exterior Latex Flat Extra White, A06W00151

**Gypsum Board — Walls**

*Semi-Gloss Finish*

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** ProClassic Waterborne Interior Acrylic Satin Extra White, B20W01151

**2nd coat:** ProClassic Waterborne Interior Acrylic Satin Extra White, B20W01151

*Semi-Gloss — High Performance Finish*

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

### **Gypsum Board — Walls**

*Eg-Shel Finish*

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** ProClassic Waterborne Interior Acrylic Satin Extra White, B20W01151

**2nd coat:** ProClassic Waterborne Interior Acrylic Satin Extra White, B20W01151

*Egg-Shel — High Performance Finish*

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** Pro Industrial Pre-Catalyzed Water based Epoxy Eg-Shel, K45 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water based Epoxy Eg-Shel, K45 Series

### **Gypsum Board — Ceilings and Soffits Flat Finish**

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** Optimus Flat Wall Paint Extra White B30WW6151

**2nd coat:** Optimus Flat Wall Paint Extra White

### **Wood — Painted Doors, Frames, Trim and Chair Rails**

*Semi-Gloss Finish*

**Primer:** PrepRite ProBlock® Latex Primer/Sealer B51 Series

**1st coat:** Pro Industrial Acrylic Semi-Gloss, B66-650 Series

**2nd coat:** Pro Industrial Acrylic Semi-Gloss, B66-650 Series

**Alternate:**

**Primer:** PrepRite ProBlock® Latex Primer/Sealer B51 Series

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

### **Wood — Stained Doors, Frames, Trim, Chair Rails and Shelving**

*Stained Finish*

**Stain:** Wood Classics® 250 Stain, A49-800 Series

**2nd coat:** Fabulon HD Poly 1609585

**3rd coat:** Fabulon HD Poly 1609585

### **Ferrous Metal — Doors, Frames and Miscellaneous Metals**

*Semi-Gloss Finish*

**Primer:** Pro Industrial™ Pro-Cryl® Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Acrylic Semi-Gloss, B66-650 Series

**2nd coat:** Pro Industrial Acrylic Semi-Gloss, B66-650 Series

**Alternate:**

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

### **Ferrous Metal — High Performance Finish (Including Handrails)**

*Eg-Shel or Gloss Finish*

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel B73-360 Series or Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel B73-360 Series or Gloss, B73-300 Series

### **Non-Ferrous Metal — Galvanized/Aluminum Metal Surfaces**

*Semi-Gloss Finish*

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Acrylic Semi-Gloss, B66-650 Series

**2nd coat:** Pro Industrial Acrylic Semi-Gloss, B66-650 Series

**Alternate:**

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

### **Non-Ferrous Metal — High Performance Finish (Including Handrails)**

*Eg-Shel or Gloss Finish*

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series or Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series or Gloss, B73-300 Series

### **Kitchen/Cafeteria/Restroom/Locker Room: CMU —Concrete Masonry Units (Dry Areas)**

*Gloss — High Performance Finish*

**Filler:** Loxon Block Surface, A24W200

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

*Semi-Gloss Finish*

**Filler:** Loxon Block Surface, A24W200

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

*Eg-Shel Finish*

**Filler:** Loxon Block Surface, A24W200

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Eg-Shel, K45 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Eg-Shel, K45 Series

*Eg-Shel — High Performance Finish*

**Filler:** Loxon Block Surface, A24W200

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series

**Masonry and Concrete — Ceilings and Soffits**

*Flat Finish*

**Primer:** Loxon Concrete & Masonry Primer Sealer, A24W8300

**1st coat:** ProMar 200 Zero VOC Interior Latex Flat, B30-2600 Series

**2nd coat:** ProMar 200 Zero VOC Interior Latex Flat, B30-2600 Series

**Gypsum Board — Walls (Dry Areas)**

*Gloss — High Performance Finish*

**Filler:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

*Semi-Gloss Finish*

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

*Eg-Shel Finish*

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Eg-Shel, K45 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Eg-Shel, K45 Series

*Eg-Shel — High Performance Finish*

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-300 Series

**Gypsum Board — Ceilings and Soffits Flat Finish**

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** Optimus Flat Wall Paint Extra White, B30WW6151

**2nd coat:** Optimus Flat Wall Paint Extra White, B30WW6151

**Ferrous Metal — Doors, Frames and Miscellaneous Metals**

*Semi-Gloss Finish*

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Acrylic Semi-Gloss, B66-650 Series

**2nd coat:** Pro Industrial Acrylic Semi-Gloss, B66-650 Series

**Alternate:**

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**Ferrous Metal — High Performance Finish (Including Handrails)**

*Eg-Shel or Gloss Finish*

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series or Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series or Gloss, B73

**Gymnasium: CMU — Concrete Masonry Units**

*Gloss — High Performance Finish*

**Filler:** Loxon Block Surfacer, A24W200

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** ProClassic Waterborne Interior Acrylic Semi-Gloss Enamel, Deep Base B31W01153 or Extra White B31W01151 Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

**2nd coat:** ProClassic Waterborne Interior Acrylic Semi-Gloss Enamel, Deep Base B31W01153 or Extra White B31W01151

**Alternate:** *Gloss — High Performance Finish*

**Filler:** Loxon Block Surface, A24W200

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

Semi-Gloss

**Filler:** Loxon Block Surfacer, A24W200

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

Eg-Shel — High Performance Finish

**Filler:** Loxon Block Surfacer, A24W200

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series

**Gypsum Board — Walls**

Gloss — High Performance Finish

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Gloss, B73-300 Series

Semi-Gloss

**Primer:** ProBlock Interior Oil base Primer, B79W08810

**1st coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

**2nd coat:** Pro Industrial Pre-Catalyzed Water Based Epoxy Semi-Gloss, K46 Series

Eg-Shel — High Performance Finish

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series

### **Gypsum Board — Ceilings and Soffits**

#### *Flat Finish*

**Primer:** ProMar 200 Zero VOC Interior Latex Primer, B28W2600

**1<sup>st</sup> coat:** Optimus Flat Wall Paint Extra White, B30WW6151

**2<sup>nd</sup> coat:** Optimus Flat Wall Paint Extra White, B30WW6151

### **Interior/Exterior Hard Ceilings (Plaster)**

**Primer:** Multi-Purpose Interior/Exterior Latex Primer/Sealer B51W00450

**1<sup>st</sup> coat:** A-100 Exterior Latex A06W00151

**2<sup>nd</sup> coat:** A-100 Exterior Latex A06W00151

### **Ferrous Metal — Doors, Frames and Miscellaneous Metals (Including Handrails)**

#### *Eg-Shel or Gloss — High Performance Finish*

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series or Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series or Gloss, B73-300 Series

### **Non-Ferrous Metal — Galvanized/Aluminum Metal Surfaces (Including Handrails)**

#### *Eg-Shel or Gloss — High Performance Finish*

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series or Gloss, B73-300 Series

**2nd coat:** Pro Industrial Water Based Catalyzed Epoxy Eg-Shel, B73-360 Series or Gloss, B73-300 Series

**Exposed Ceilings and Decking: Ferrous Metal Decking — Including Bar Joists**

*Flat, Eg-Shel, or Semi-Gloss Finish*

**Primer:** Pro Industrial Pro-Cryl Universal Primer, B66-310 Series

**1st coat:** Pro Industrial Waterborne Acrylic Dryfall, Flat, Eg-Shel, Semi-Gloss, B42-80 Series

**2nd coat:** Pro Industrial Waterborne Acrylic Dryfall, Flat, Eg-Shel, Semi-Gloss, B42-80 Series

**Non-Ferrous Metal Decking Flat,**

*Eg-Shel, or Semi-Gloss Finish*

**1st coat:** Pro Industrial Waterborne Acrylic Dryfall, Flat, Eg-Shel, Semi-Gloss, B42-80 Series

**2nd coat:** Pro Industrial Waterborne Acrylic Dryfall, Flat, Eg-Shel, Semi-Gloss, B42-80 Series

**Concrete Floors — Pigmented: (Kitchen Areas, Food Service, Restrooms, Labs, Corridors)**

**1st coat:** ArmorSeal 1000 HS Epoxy, B67-2000 Series

**2nd coat:** ArmorSeal 1000 HS Epoxy, B67-2000 Series

**Safety Red Paint- Extinguisher locations and Identifying Fire equipment and devises**

**Primer:** Direct to Metal Enamel Pure White B55W00101

**1<sup>st</sup> coat:** Industrial Enamel Safety Red B54R38

**2<sup>nd</sup> coat:** Industrial Enamel Safety Red B54R38

**Safety Yellow Paint- Bollards**

**Primer:** Direct to Metal Enamel Pure White B55W00101

**1<sup>st</sup> coat:** Industrial Enamel Safety Yellow B54Y38

**2<sup>nd</sup> coat:** Industrial Enamel Safety Yellow B54Y38

**Painting Description entire existing building - (Specified Product/color or approved equal should be used in each specified application/setting.)**

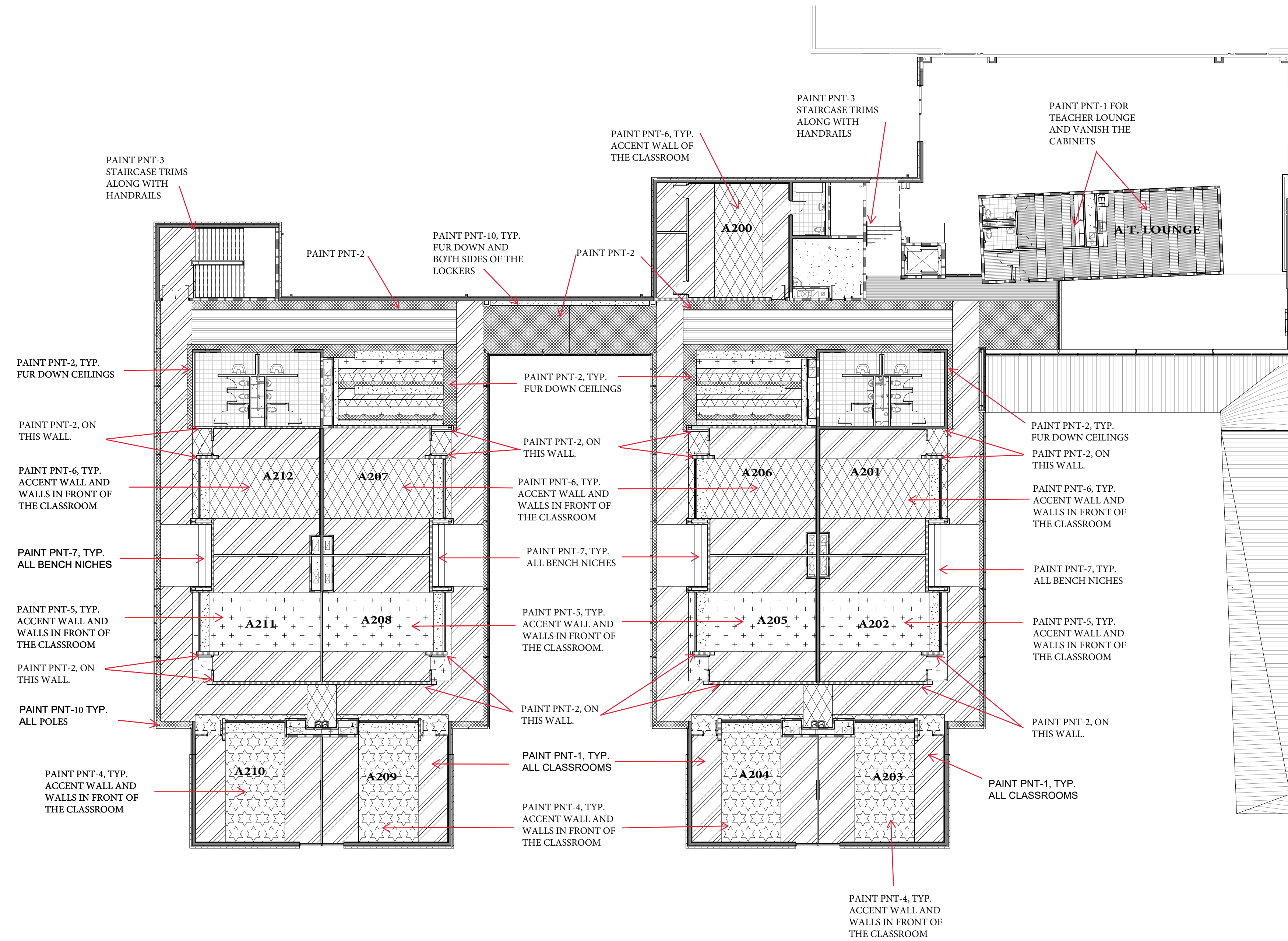
1. Contractor shall relocate and protect all awards, pictures, banners, metal cabinets and all furniture before preparation and painting. After completion painting contractor shall put back all items previously removed.
2. Contractor shall take pictures before performing the work and after for reference.
3. Here is the list of colors that apply to this project. Color may be determined and change after bid award. GMSD will coordinate colors and layout with awarded Bidder.
  - a. PNT-1: Repose Gray SW 7015
  - b. PNT-2: Mindful Gray SW 7016
  - c. PNT-3: Dorian Gray SW 7017
  - d. PNT-4: Sea Route 7555D
  - e. PNT-5: Cortez Gold 7725A
  - f. PNT-6: Romaine 7675A
  - g. PNT-7: Italian Tile 8026N
  - h. PNT-8: Dovetail SW 7018
  - i. PNT-9: Eider White SW 7014
  - j. PNT-10: Iron Horse 8785A
  - k. Fabulon HD Poly 1609585
4. Base walls color shall be Repose Gray SW7015 through entire building, unless otherwise noted.
5. Paint PNT-1 Repose Gray SW 7015 to all classrooms, teacher lounge, teacher work room, and expose ceiling has gypsum board.
6. Apply two coats of Fabulon HD Poly 1609585 for all types of cabinets in the teacher lounge, work room and whereas unpainted cabinets. Except the classroom # A110. The A110 has one cabinet unpainted. Paint this cabinet with PNT-1 Repose Gray SW 7015 to matching classroom color and provide cleaning solution and clean all other the painted cabinets in classroom # A110.
7. Paint PNT-2 Mindful Gray SW 7016 as shown in the drawings to the left-side and right-side walls of the entrance of classroom and paint the wall that located outside of the classrooms (A105, A102, A211, A208, A205 and A202.)

8. Paint PNT-1 Repose Gray SW 7015 to the wall of lockers area and paint PNT-2 Mindful Gray SW 7016 on accent wall and fur down on the ceiling along with the bathrooms' fur down.
9. Provide touch up paint for lockers and locker panels as need with PNT-4 Sea Route 7555D or matching exiting color.
10. Paint PNT-10 Iron Horse 8785A to gypsum board columns on both sides of lockers and fur down on the ceiling where this item located in the corridor.
11. Paint PNT-1 Repose Gray SW 7015 to all corridors include the fur down ceilings and expose ceilings that has gypsum board. Keep the RIVER and RAIDERS signs and paint around it.
12. Paint PNT-3 Dorian Gray SW 7017 to the staircase trims and handrails and provide the solution to clean stair steps. Do not paint the stainless-steel handrails.
13. Paint PNT-4 Sea Route 7555D to the accent wall and the wall surrounding entrance door at following these classrooms. (A109, A104, A103, A210, A209, A204, and A203.)
14. Paint PNT-5 Cortez Gold 7725A to the accent wall and the wall surrounding entrance door at following these classrooms (A105, A102, A211, A208, A205, A202.)
15. Paint PNT-6 Romaine 7675A to the accent wall and the wall surrounding entrance door at following these classrooms. (A100, A107, A106, A101, A212, A207, A206, A201.) Except the wall surrounding entrance door of classroom # A100 and A107.
16. Paint gym's walls and all offices' walls with PNT-1 Repose Gray SW 7015 along the gym accent wall and all offices accent wall with PNT-7 Italian Tile 8026N. The PNT-7 Italian Tile 8026N shall be applied to Gym columns, Gym's Raiders signage, sound barrier panels on the wall of classroom A108, sound barrier panels on the wall of a gym's walls, two offices located opposite with the gym. Except the administration offices.
17. Paint PNT-8 Dovetail SW 7018 to exterior doors and door frames including transom above if applicable. Do not paint stainless-steel doors and door frames or unpainted doors and door frames. Do not paint the fire rate labels on the door and door frame.
18. Paint PNT-1 Repose Gray SW 7015 to administration offices along of accent wall with PNT-4 Sea Route 7555D as shown in the drawing.

19. Paint PNT-1 Repose Gray SW 7015 to the Financials Office and leave out the accent wall.
20. Paint PNT-7 Italian Tile 8026N to all bench niches. Apply two coats of Fabulon HD Poly 1609585 for all benches, unfinish cabinets and unfinish shelves.
21. Apply two coats of Fabulon HD Poly 1609585 for all interior doors whereas interior doors are unpainted. If door frames had painted reapply with PNT-8 Dovetail SW 7018 or matching existing color.
22. Paint PNT-10 Iron Horse 8785A to all internal metal columns of surrounding buildings and exposed metal structure. It must be up to the ceiling and exposed to visual.
23. Paint PNT-9 Eider White SW 7014 to expose ceiling in the bathrooms. Paint all bathroom walls and locker room walls with PNT-1 Repose Gray SW 7015.
24. On all storage room, custodial closet, riser rooms, dry storage, mechanical room, electrical and water closet wood shelving; install two coats of Fabulon HD Poly 1609585. If the currently wood shelves had painted finish, contractor must paint with PNT-1 Repose Gray SW 7015 or GMSD will determine the colors.
25. In all storage rooms, custodial closets, riser rooms, dry storage, mechanical room, electrical room and water closet that has unfinished floor painting contractor must install industrial gray epoxy.
26. Paint all other existing painted interior building surfaces, unless otherwise noted. Any special colors to be determined after bid award. GMSD will coordinate Colors and layout with awarded Bidder.



# ATTACHMENT B



### PAINT LEGEND

	PNT-1
	PNT-2
	PNT-4
	PNT-5
	PNT-6
	PNT-7

### COLOR LEGEND

PNT-1:	REPOSE GRAY SW 7015
PNT-2:	MINDFUL GRAY SW 7016
PNT-3:	DORIAN GRAY SW 7017
PNT-4:	SEA ROUTE 7555D
PNT-5:	CORTEZ GOLD 7725A
PNT-6:	ROMAINE 7675A
PNT-7:	ITALIAN TILE 8026N
PNT-8:	DOVETAIL SW 7018
PNT-9:	EIDER WHITE SW 7014
PNT-10:	IRON HORSE 8785A

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SEAL

**RIVERDALE ELEMENTARY SCHOOL ADDITION**  
**Germantown Municipal School District**  
 7391 Neshoba Road, Germantown, TN 38138

REVISIONS	
PROJECT NO.	
DATE:	FEBRUARY 21, 2024
DRAWN:	CHECKED:
SHEET TITLE:	
OVERALL SECOND FLOOR FINISH PLAN	
SHEET NO:	

PLEASE INDICATE WHICH PRODUCTS AND/OR SERVICES YOUR COMPANY CAN SUPPLY.

	CLASS: 005-00 - ABRASIVES
	CLASS: 010-00 - ACOUSTICAL TILE, INSULATING MATERIALS, AND SUPPLIES
	CLASS: 015-00 - ADDRESSING, COPYING, MIMEOGRAPH, AND SPIRIT DUPLICATING MACHINE SUPPLIES: CHEMICALS, INKS, PAPER, ETC.
	CLASS: 025-00 - AIR COMPRESSORS AND ACCESSORIES
	CLASS: 031-00 - AIR CONDITIONING, HEATING AND VENTILATING EQUIPMENT: PARTS AND ACCESSORIES (SEE CLASS 740)
	CLASS: 045-00 - APPLIANCES AND EQUIPMENT, HOUSEHOLD TYPE
	CLASS: 050-00 - ART EQUIPMENT AND SUPPLIES
	CLASS: 055-00 - AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRUCKS, ETC.
	CLASS: 060-00 - AUTOMOTIVE AND TRAILER EQUIPMENT AND PARTS
	CLASS: 065-00 - AUTOMOTIVE BODIES, ACCESSORIES, AND PARTS
	CLASS: 070-00 - AUTOMOTIVE AND RELATED TRANSPORTATION EQUIPMENT
	CLASS: 071-00 - AUTOMOBILES, SCHOOL BUSES, SUVs, AND VANS
	CLASS: 072-00 - TRUCKS
	CLASS: 073-00 - TRAILERS
	CLASS: 075-00 - AUTOMOTIVE SHOP EQUIPMENT AND SUPPLIES
	CLASS: 080-00 - BADGES, EMBLEMS, NAME TAGS AND PLATES, JEWELRY, ETC.
	CLASS: 085-00 - BAGS, BAGGING, TIES, AND EROSION CONTROL EQUIPMENT
	CLASS: 090-00 - BAKERY EQUIPMENT, COMMERCIAL
	CLASS: 095-00 - BARBER AND BEAUTY SHOP EQUIPMENT AND SUPPLIES
	CLASS: 100-00 - BARRELS, DRUMS, KEGS, AND CONTAINERS
	CLASS: 105-00 - BEARINGS
	CLASS: 110-00 - BELTS AND BELTING: AUTOMOTIVE AND INDUSTRIAL
	CLASS: 125-00 - BOOKBINDING SUPPLIES
	CLASS: 150-00 - BUILDER'S SUPPLIES
	CLASS: 155-00 - BUILDINGS AND STRUCTURES: FABRICATED AND PREFABRICATED
	CLASS: 165-00 - CAFETERIA AND KITCHEN EQUIPMENT, COMMERCIAL
	CLASS: 175-00 - CHEMICAL LABORATORY EQUIPMENT AND SUPPLIES
	CLASS: 190-00 - CHEMICALS AND SOLVENTS, COMMERCIAL (IN BULK)
	CLASS: 192-00 - CLEANING COMPOSITIONS, DETERGENTS, SOLVENTS, AND STRIPPERS- PREPACKAGED
	CLASS: 193-00 - CLINICAL LABORATORY REAGENTS AND TESTS
	CLASS: 195-00 - CLOCKS, TIMERS, WATCHES, AND JEWELERS' AND WATCHMAKERS TOOLS AND EQUIPMENT
	CLASS: 200-00 - CLOTHING, ATHLETIC, CASUAL, DRESS, UNIFORM, WEATHER RELATED, WORK
	CLASS: 201-00 - CLOTHING ACCESSORIES (SEE CLASS 800 FOR SHOES AND BOOTS)
	CLASS: 204-00 - COMPUTER HARDWARE AND PERIPHERALS AND MICROCOMPUTERS
	CLASS: 206-00 - COMPUTER HARDWARE AND PERIPHERALS FOR MINI AND MAIN FRAME COMPUTERS
	CLASS: 207-00 - COMPUTER ACCESSORIES AND SUPPLIES
	CLASS: 208-00 - COMPUTER SOFTWARE AND MICROCOMPUTERS (PREPROGRAMMED)
	CLASS: 209-00 - COMPUTER SOFTWARE FOR MINI AND MAINFRAME COMPUTERS (PREPROGRAMMED)
	CLASS: 220-00 - CONTROLLING, INDICATING, MEASURING, MONITORING, & RECORDING

	CLASS: 225-00 - COOLERS, DRINKING WATER, (WATER FOUNTAINS)
	CLASS: 232-00 - CRAFTS, GENERAL
	CLASS: 233-00 - CRAFTS, SPECIALIZED
	CLASS: 240-00 - CUTLERY, COOKWARE, DISHES, GLASSWARE, SILVERWARE, UTENSILS, SUPPLIES
	CLASS: 250-00 - DATA PROCESSING CARDS AND PAPER
	CLASS: 255-00 - DECALS AND STAMPS
	CLASS: 265-00 - DRAPERIES, CURTAINS, AND UPHOLSTERY MATERIAL (INCLUDING AUTO)
	CLASS: 280-00 - ELECTRICAL CABLES AND WIRES (NOT ELECTRONIC)
	CLASS: 285-00 - ELECTRICAL EQUIPMENT AND SUPPLIES (EXCEPT CABLE AND WIRE)
	CLASS: 287-00 - ELECTRONIC COMPONENTS, REPLACEMENT PARTS, AND ACCESSORIES
	CLASS: 310-00 - ENVELOPES, PLAIN
	CLASS: 315-00 - EPOXY BASED FORMULATIONS FOR ADHESIVES, COATINGS, AND RELATED AGENTS
	CLASS: 318-00 - FARE COLLECTION EQUIPMENT AND SUPPLIES
	CLASS: 330-00 - FENCING
	CLASS: 335-00 - FERTILIZERS AND SOIL CONDITIONERS
	CLASS: 340-00 - FIRE PROTECTION EQUIPMENT AND SUPPLIES
	CLASS: 345-00 - FIRST AID AND SAFETY EQUIPMENT AND SUPPLIES
	CLASS: 350-00 - FLAGS, FLAG POLES, BANNERS, AND ACCESSORIES
	CLASS: 360-00 - FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUIPMENT AND SUPPLIES
	CLASS: 365-00 - FLOOR MAINTENANCE MACHINES, PARTS, AND ACCESSORIES
	CLASS: 375-00 - FOODS: BAKERY PRODUCTS (FRESH)
	CLASS: 380-00 - FOODS: DAIRY PRODUCTS (FRESH)
	CLASS: 385-00 - FOODS, FROZEN
	CLASS: 390-00 - FOODS: PERISHABLE
	CLASS: 393-00 - FOODS: STAPLE GROCERY AND GROCER'S MISCELLANEOUS ITEMS
	CLASS: 395-00 - FORMS, CONTINUOUS, COMPUTER PAPER, FORM LABELS, SNAP-OUT FORMS, AND FOLDERS AND FORMS
	CLASS: 405-00 - FUEL, OIL, GREASE AND LUBRICANTS
	CLASS: 410-00 - FURNITURE: HEALTH CARE AND HOSPITAL FACILITY
	CLASS: 415-00 - FURNITURE: LABORATORY
	CLASS: 420-00 - FURNITURE: CAFETERIA, CHAPEL, DORMITORY, HOUSEHOLD, LIBRARY, LOUNGE, SCHOOL
	CLASS: 425-00 - FURNITURE: OFFICE
	CLASS: 440-00 - GLASS AND GLAZING SUPPLIES
	CLASS: 445-00 - HAND TOOLS (POWERED AND NON-POWERED), ACCESSORIES & SUPPLIES
	CLASS: 450-00 - HARDWARE AND RELATED ITEMS
	CLASS: 460-00 - HOSE, ACCESSORIES, AND SUPPLIES: INDUSTRIAL, COMMERCIAL, AND GARDEN
	CLASS: 470-00 - HOSPITAL AND RELATED SPECIALIZED EQUIPMENT AND SUPPLIES: MOBILITY, SPEECH IMPAIRED, AND RESTRAINT ITEMS
	CLASS: 475-00 - HOSPITAL, SURGICAL, AND RELATED MEDICAL ACCESSORIES AND SUNDRY ITEMS
	CLASS: 485-00 - JANITORIAL SUPPLIES, GENERAL LINE
	CLASS: 490-00 - LABORATORY EQUIPMENT AND ACCESSORIES

	CLASS: 493-00 - LABORATORY EQUIPMENT AND ACCESSORIES: BIOCHEMISTRY, CHEMISTRY, ENVIRONMENTAL SCIENCE, ETC
	CLASS: 495-00 - LABORATORY AND FIELD EQUIPMENT AND SUPPLIES: BIOLOGY, BOTANY, GEOLOGY, MICROBIOLOGY, ZOOLOGY, ETC
	CLASS: 500-00 - LAUNDRY AND DRY CLEANING EQUIPMENT, ACCESSORIES, PARTS, AND SUPPLIES-COMMERCIAL
	CLASS: 515-00 - LAWN MAINTENANCE EQUIPMENT, ACCESSORIES
	CLASS: 525-00 - LIBRARY AND ARCHIVAL EQUIPMENT, MACHINES, AND SUPPLIES
	CLASS: 530-00 - LUGGAGE, BRIEF CASES, PURSES AND RELATED ITEMS
	CLASS: 545-00 - MACHINERY AND HARDWARE, INDUSTRIAL
	CLASS: 550-00 - MARKERS, PLAQUES AND TRAFFIC DEVICES
	CLASS: 555-00 - MARKING AND STENCILING DEVICES
	CLASS: 556-00 - MASS TRANSPORTATION-TRANSIT BUS
	CLASS: 557-00 - MASS TRANSPORTATION-TRANSIT BUS ACCESSORIES AND PARTS
	CLASS: 560-00 - MATERIAL HANDLING AND STORAGE EQUIPMENT AND ALLIED ITEMS
	CLASS: 575-00 - MICROFICHE AND MICROFILM EQUIPMENT, ACCESSORIES, AND SUPPLIES
	CLASS: 580-00 - MUSICAL INSTRUMENTS, ACCESSORIES, AND SUPPLIES
	CLASS: 590-00 - NOTIONS AND RELATED SEWING ACCESSORIES AND SUPPLIES
	CLASS: 595-00 - NURSERY STOCK, EQUIPMENT, AND SUPPLIES
	CLASS: 600-00 - OFFICE MACHINES, EQUIPMENT, AND ACCESSORIES
	CLASS: 605-00 - OFFICE MECHANICAL AIDS, SMALL MACHINES, AND APPARATUSES
	CLASS: 610-00 - OFFICE SUPPLIES: CARBON PAPER AND RIBBONS, ALL TYPES
	CLASS: 615-00 - OFFICE SUPPLIES, GENERAL
	CLASS: 620-00 - OFFICE SUPPLIES: ERASERS, INKS, LEADS, PENS, PENCILS, ETC
	CLASS: 630-00 - PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS
	CLASS: 635-00 - PAINTING EQUIPMENT AND ACCESSORIES
	CLASS: 640-00 - PAPER AND PLASTIC PRODUCTS, DISPOSABLE
	CLASS: 645-00 - PAPER, FOR OFFICE AND PRINT SHOP USE
	CLASS: 650-00 - PARK, PLAYGROUND, RECREATION AREA AND SWIMMING POOL EQUIP
	CLASS: 652-00 - PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES
	CLASS: 655-00 - PHOTOGRAPHIC EQUIPMENT AND SUPPLIES (NOT INCLUDING GRAPHIC ARTS, AND MICROFILM, AND X-RAY)
	CLASS: 658-00 - PIPE, TUBING, AND ACCESSORIES
	CLASS: 659-00 - PIPE AND TUBING FITTINGS
	CLASS: 665-00 - PLASTICS, RESINS, FIBERGLASS: CONSTRUCTION, FORMING, LAMINATING AND MOLDING EQUIPMENT
	CLASS: 670-00 - PLUMBING EQUIPMENT, FIXTURES, AND SUPPLIES
	CLASS: 680-00 - POLICE EQUIPMENT AND SUPPLIES
	CLASS: 690-00 - POWER GENERATION EQUIPMENT, ACCESSORIES, AND SUPPLIES
	CLASS: 691-00 - POWER TRANSMISSION EQUIPMENT (ELECTRICAL, MECHANICAL, AIR AND HYDRAULIC)
	CLASS: 700-00 - PRINTING PLANT EQUIPMENT AND SUPPLIES (EXCEPT PAPER)
	CLASS: 710-00 - PROSTHETIC DEVICES, HEARING AIDS, AUDITORY TESTING EQUIPMENT, ELECTRONIC READING DEVICES, ETC
	CLASS: 715-00 - PUBLICATIONS, AUDIOVISUAL MATERIALS, BOOKS, TEXTBOOKS
	CLASS: 720-00 - PUMPING EQUIPMENT AND ACCESSORIES

	CLASS: 725-00 - RADIO COMMUNICATION, TELEPHONE, AND TELECOMMUNICATION EQUIPMENT, ACCESSORIES, AND SUPPLIES
	CLASS: 730-00 - RADIO COMMUNICATION AND TELECOMMUNICATION TESTING, MEASURING, AND ANALYZING EQUIPMENT, ACCESSORIES AND SUPPLIES
	CLASS: 740-00 - REFRIGERATION EQUIPMENT AND ACCESSORIES
	CLASS: 745-00 - ROAD AND HIGHWAY BUILDING MATERIALS
	CLASS: 770-00 - ROOFING
	CLASS: 780-00 - SCALES AND WEIGHING APPARATUS
	CLASS: 785-00 - SCHOOL EQUIPMENT AND SUPPLIES
	CLASS: 795-00 - SEWING AND TEXTILE MACHINERY, AND ACCESSORIES
	CLASS: 801-00 - SIGNS, SIGN MATERIALS, SIGN MAKING EQUIPMENT, AND RELATED SUPPLIES
	CLASS: 803-00 - SOUND SYSTEMS, COMPONENTS, AND ACCESSORIES: GROUP INTERCOM, MUSIC, PUBLIC ADDRESS, ETC
	CLASS: 805-00 - SPORTING GOODS, ATHLETIC EQUIPMENT AND ATHLETIC FACILITY EQUIPMENT
	CLASS: 810-00 - SPRAYING EQUIPMENT
	CLASS: 815-00 - STEAM AND HOT WATER FITTINGS, ACCESSORIES, AND SUPPLIES
	CLASS: 820-00 - STEAM AND HOT WATER BOILERS AND STEAM HEATING EQUIPMENT
	CLASS: 830-00 - TANKS (METAL, WOOD, AND SYNTHETIC MATERIALS)
	CLASS: 832-00 - TAPE
	CLASS: 838-00 - TELECOMMUNICATIONS EQUIPMENT, ACCESSORIES, AND SUPPLIES
	CLASS: 839-00 - TELEPHONE EQUIPMENT, ACCESSORIES, AND SUPPLIES
	CLASS: 840-00 - TELEVISION EQUIPMENT AND ACCESSORIES
	CLASS: 845-00 - TESTING APPARATUS AND INSTRUMENTS
	CLASS: 855-00 - THEATRICAL EQUIPMENT AND SUPPLIES
	CLASS: 863-00 - TIRES AND TUBES
	CLASS: 870-00 - VENETIAN BLINDS, AWNINGS, AND SHADES
	CLASS: 880-00 - VISUAL EDUCATION EQUIPMENT AND SUPPLIES
	CLASS: 883-00 - VOICE RESPONSE SYSTEMS
	CLASS: 895-00 - WELDING EQUIPMENT AND SUPPLIES
	CLASS: 906-00 - ARCHITECTURAL SERVICES, PROFESSIONAL
	CLASS: 907-00 - ARCHITECTURAL AND ENGINEERING SERVICES, NON-PROFESSIONAL
	CLASS: 908-00 - REBINDING AND REPAIRING SERVICES
	CLASS: 909-00 - BUILDING CONTSTRUCTION SERVICES, NEW
	CLASS: 910-00 - BUILDING MAINTENANCE, INSTALLATION, AND REPAIR SERVICES
	CLASS: 912-00 - CONSTRUCTION SERVICES, GENERAL
	CLASS: 913-00 - CONSTRUCTION SERVICES, HEAVY
	CLASS: 914-00 - CONSTRUCTION SERVICES, TRADE
	CLASS: 915-00 - COMMUNICATIONS AND MEDIA RELATED SERVICES
	CLASS: 918-00 - CONSULTING SERVICES
	CLASS: 920-00 - DATA PROCESSING, COMPUTER, AND SOFTWARE SERVICES
	CLASS: 924-00 - EDUCATIONAL SERVICES
	CLASS: 925-00 - ENGINEERING SERVICES, PROFESSIONAL
	CLASS: 926-00 - ENVIRONMENTAL AND ECOLOGICAL SERVICES
	CLASS: 928-00 - EQUIP. MAINT., AND REPAIR SERVICES FOR AUTOMOBILES, TRUCKS, TRAILERS, TRANSIT BUS AND OTHER

	CLASS: 931-00 - EQUIP. MAINT., AND REPAIR SERVICES-APPLIANCE, ATHLETIC, CAFETERIA, FURNITURE, MUSICAL INSTRUMENTS, & SEWING EQUIP.
	CLASS: 936-00 - EQUIP. MAINT., AND REPAIR SERVICES-GENERAL
	CLASS: 939-00 - EQUIP. MAINT., AND REPAIR SERVICES-COMPUTERS, OFFICE, PHOTOGRAPHIC, RADIO/TELEVISION EQUIPMENT
	CLASS: 941-00 - EQUIP. MAINT., REPAIR, AND RELATED SERVICES-POWER GENERATION
	CLASS: 946-00 - FINANCIAL SERVICES
	CLASS: 948-00 - HEALTH RELATED SERVICES
	CLASS: 952-00 - HUMAN SERVICES
	CLASS: 953-00 - INSURANCE, AND INSURANCE SERVICES ALL TYPES
	CLASS: 956-00 - LIBRARY AND SUBSCRIPTION SERVICES
	CLASS: 958-00 - MANAGEMENT SERVICES
	CLASS: 962-00 - MISCELLANEOUS SERVICES, NO. 2
	CLASS: 965-00 - PRINTING PREPARATIONS
	CLASS: 966-00 - PRINTING
	CLASS: 971-00 - REAL PROPERTY RENTAL OR LEASE
	CLASS: 975-00 - RENTAL OR LEASE SERVICES
	CLASS: 977-00 - RENTAL OR LEASE SERVICES OF APPLIANCES
	CLASS: 981-00 - RENTAL OR LEASE OF EQUIPMENT-GENERAL EQUIPMENT
	CLASS: 984-00 - RENTAL OR LEASE OF SERVICES OF COMPUTERS, DATA PROCESSING, AND WORD PROCESSING EQUIPMENT
	CLASS: 985-00 - RENTAL OR LEASE SERVICES OF EQUIPMENT-OFFICE
	CLASS: 988-00 - ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES
	CLASS: 990-00 - SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES
	CLASS: 992-00 - TESTING AND CALIBRATION SERVICES
	CLASS: 998-00 - SALE OF SURPLUS & OBSOLETE ITEMS



# Germantown Municipal School District

3350 South Forest Hill Irene Road  
Germantown TN 38138  
901-752-7900

Jacqueline Saunders, Purchasing Analyst  
Jacqueline.Saunders@gmsdk12.org  
FAX (901)757-6479

## GMSD Vendor/Contractor Application and Information Packet

*This packet should be submitted via mail, fax or email. Unless otherwise noted, each section should be completed. If a section is to be omitted, it will be designated with the signature on page 7 (or at the end of the document) of a GMSD District Office employee.*

### VENDOR/CONTRACTOR INFORMATION

**Date of Application:** \_\_\_\_\_ **Business Location (County & State):** \_\_\_\_\_

**Business Name (as listed on W-9):** \_\_\_\_\_

**Federal Employer ID Number (as listed on W-9):** \_\_\_\_\_

**Mailing Address (as listed on W-9):** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

\_\_\_\_\_ **Fax:** \_\_\_\_\_

\_\_\_\_\_ **Email:** \_\_\_\_\_

\_\_\_\_\_

**Type of Business (Check One)** Manufacturer\_\_\_Construction\_\_\_Distributor\_\_\_Agent/Rep\_\_\_  
Other\_\_\_(please specify\_\_\_\_\_)

**Organization (Check One)** Individual\_\_\_Partnership\_\_\_Corporation\_\_\_Non-Profit Org.\_\_\_\_

**Business Certification** Yes\_\_\_No\_\_\_

**Uniform Certification Agency Number:** \_\_\_\_\_

**(Please Select Only Those Categories That Apply)**

**SMALL BUSINESS ENTERPRISE** \_\_\_\_\_

**WOMEN-OWNED BUSINESS** \_\_\_\_\_

**MINORITY BUSINESS ENTERPRISE:**

Asian/Pacific Female	Black-Non Hispanic Female	Native American Indian/Alaskan Female
Asian/Pacific Male	Black-Non Hispanic Male	Native American Indian/Alaskan Male
Asian/Indian Female	Black	White American Female
Asian/Indian Male	Hispanic Female	White American Male
	Hispanic Male	

**How Long in Present Business** \_\_\_\_\_  
**Average Number of Employees** \_\_\_\_\_  
**Average Annual Sales \$** \_\_\_\_\_

**LIST OTHER TN CUSTOMERS YOU HAVE SOLD / SERVICED TO:**

\_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_ Phone # \_\_\_\_\_

Approximate Inventory Normally Stocked \$ \_\_\_\_\_ (if applicable)

Location of Warehouse Facility: \_\_\_\_\_ and/or Location of Service Facility: \_\_\_\_\_

**NAMES OF OFFICERS, MEMBERS OR OWNERS, PARTNERSHIP, ETC.:**

PRESIDENT: \_\_\_\_\_

VICE-PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

TREASURER: \_\_\_\_\_

**PERSONS AUTHORIZED TO SIGN BIDS & CONTRACTS:**

NAME: \_\_\_\_\_

OFFICIAL CAPACITY: \_\_\_\_\_

Note: Each manufacturer, supplier and vendor is responsible for notifying GMSD Purchasing of any change to any/all information listed above.

By requesting to be placed on GMSD's Vendor/Contractor/Bidder's List, each manufacturer, supplier, and vendor is agreeing to do business with GMSD. Each manufacturer, supplier, vendor also agrees to extend credit to GMSD without requiring a credit application and to fulfill any Purchase Orders and/or contractual obligation that may occur. If a credit application is required, a submitted bid may be rejected.

## GERMANTOWN MUNICIPAL SCHOOL DISTRICT POLICIES & AGREEMENTS

### DRUG AND ALCOHOL TESTING

Due to the safety-sensitive nature of education, GMSD employees, without limitation, are subject to reasonable suspicion and post-accident drug and alcohol testing. All COMPANIES attest that such COMPANY operates a drug-free workplace program or other drug and alcohol testing program with requirements at least as stringent as that of GMSD. **The COMPANY will attach a copy of their drug and alcohol testing policy.**

### BACKGROUND CHECK

By agreeing to provide services to any school within GMSD, the COMPANY attests that it is aware of its obligations under T.C.A. 49-5-413(D) to ensure that all of its employees who have direct contact with students of GMSD or students in GMSD's childcare program or who have access to the grounds of GMSD when children are present have completed the following:

- (1) Supplied a fingerprint sample and submitted to a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to having any contact with GMSD's children or entering the grounds of GMSD. T.C.A. 49-5-413(d)(2)(A)
- (2) Successfully passed the aforementioned criminal history records check. An employer or employee may not come in direct contact with GMSD's children or children in GMSD's childcare program and may not enter the grounds of GMSD when children are present if the criminal history records check indicates that the employee has ever been convicted of any of the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:
  - (i) A sexual offense or a violent sexual offense as defined in § 40-39-202;
  - (ii) Any offense in title 39, chapter 13;
  - (iii) §§ 39-14-301 and 39-14-302;
  - (iv) §§ 39-14-401 -- 39-14-404;
  - (v) §§ 39-15-401 and 39-15-402;
  - (vi) § 39-17-417;
  - (vii) § 39-17-1320; or
  - (viii) Any other offense in title 39, chapter 17, part 13.

In addition, the COMPANY also agrees that if one of its employees commits such an offense after it has conducted its initial criminal history check on such employee, said employee will notify the COMPANY of the offense within seven (7) days from the date of conviction and the COMPANY will subsequently not permit that employee to have contact with students of GMSD or to children in GMSD's child care program or to enter the grounds of GMSD.

**The COMPANY shall ensure that subcontractors comply with the statutory requirements described in this background check policy. The COMPANY will attach a copy of their background check policy, including what COMPANY they utilize for background checks.**

### CODE OF ETHICS

All employees representing the COMPANY are expected to abide by a Code of Ethics for COMPANIES established by GMSD:

1. Any employee representing the COMPANY shall not be in physical, verbal or any other type of contact or communication with any students on GMSD property except as required by the scope of contracted services.
2. The use of tobacco products, drugs or alcohol by any employee representing the COMPANY on GMSD property or during GMSD meetings or events is strictly forbidden.

3. All employees representing the COMPANY shall treat all representatives of GMSD with the utmost respect. Employees will not engage in any conduct that could reasonably be construed as exploitative, physically intimidating, discriminatory, harassing on the basis of gender, race, ethnicity, religion, national origin, sexual orientation, age, or any other protected category. No profanity of any kind will be tolerated on GMSD property.

The Germantown Municipal School District ("GMSD") conducts its programs, services and activities consistent with applicable federal, state and local laws and regulations. GMSD provides equal employment and educational opportunities to all qualified persons without discrimination on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including any subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in employment and in any program or activity offered or sponsored by GMSD or GMSD schools. Sex discrimination includes sexual harassment and is strictly prohibited.

The Contractor agrees to conduct its business and to provide services to GMSD in accordance with GMSD policy and all applicable federal, state and local laws and regulations governing discrimination and harassment. The Contractor certifies that it does not discriminate against its employees or applicants on grounds of race, color, religion, national origin, sex, disability, veteran's status, or age with regard to persons forty (40) years of age and older.

4. All employees representing the COMPANY shall abide by all guidelines set at the school level, including, but not limited to parking, checking in and out at the front office, any time an employee of the COMPANY is on campus, and working within the framework of the school and administration of the school to provide services that are least disruptive to the education environment of the school.
5. All employees representing the COMPANY are forbidden from using any technology available at the schools unless they have express written permission from the school administration.
6. In the event that an employee representing the COMPANY is required to take a cell phone call for personal or business reasons, the employee must do so in a manner and setting that causes the least disruption to the educational environment.
7. All employees representing the COMPANY are forbidden from taking photographs, video or footage of any kind on GMSD property without written consent of a School Administrator or the District Office.
8. All employees representing the COMPANY understand that unauthorized removal of any kind will not be tolerated on GMSD property and will be grounds for a request by the District to remove that employee from the property.
9. All employees representing the COMPANY shall represent GMSD in a positive ethical, legal and moral manner.

#### **CONFLICTS OF INTEREST**

The employees of the COMPANY shall avoid any conflict of interest that could interfere with the duties and responsibilities designated by the Germantown Municipal School Board or could reflect in a manner detrimental to the system. The following is prohibited:

- Any pecuniary transaction, indirectly or directly, by a professional employee or school board member concerned with supplying books, maps, school furniture, and/or other apparatus to the school system of employment or to act as agent for anyone is expressly forbidden by statute (T.C.A. 49-6-2003).
- Selling items or soliciting money for personal gain or profit during school hours or at an off-campus event attended by students and staff.
- Soliciting, referring, or encouraging students into programs, schools, or universities for personal compensatory gain.

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The [board or a duly constituted committee thereof] has determined that the transaction is in the best interest of the organization.

Disclosure in the organization should be made to the Superintendent (or if he/she is the one with the conflict, then to the GMSD Board of Education Chair), who shall bring the matter to the attention of the Board or Ethics Committee established in accordance with Policy 1.106 . Disclosure involving Board Members should be made to the GMSD Board of Education Chair, (or if he/she is the one who shall bring these matters to the Board or Ethics Committee. The Board or Ethics Committee shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized. The decision of the Board or Ethics Committee on these matters will rest in their sole discretion, and their concern must be the welfare of Germantown Municipal School District and the advancement of its purpose.

#### **Germantown Municipal School District Policy References**

1. Professional Employment HR 5.102
2. Drug-Free Schools SP 6.307
3. Drug and Alcohol Testing for Employees
4. Drug-Free Workplace SBO 1.804
5. Code of Ethics SBO 1.106
6. Tobacco Free Schools SBO 1.803
7. Conflict of Interest HR 5.601

#### **Tennessee State Code Policy References**

1. TCA 49-5-413(d)
2. TCA 40-39-202

### **CONFIDENTIALITY AND NON-DISCLOSURE**

All records, documents, files, data and/or information maintained by GMSD shall, at all times remain the sole and exclusive property of GMSD.

The COMPANY agrees that its employees, agents, successors, assigns, legal representatives or subcontractors will not access, use, divulge or disclose, either directly or indirectly, any records, documents, files, data and/or information maintained by GMSD, specifically including but not limited to, student records and information about employees made confidential by law (the “Non-Public Information”), unless and except as required by the COMPANY’s scope of services for GMSD or as otherwise required by law. The COMPANY further agrees to take all necessary steps to safeguard private information from accidental or intentional disclosure.

The COMPANY agrees to return to GMSD all records, documents, files, data and/or information; and, all copies thereof in any format in which they may exist, that are in the possession of the COMPANY when the contract terminates and/or the scope of services is complete. Where return is not possible or practical, the PARTIES may agree that such records, documents, files, data and/or information will be destroyed if permitted by law.

The COMPANY shall not assign or transfer any of its contract rights or obligations unless expressly provided by the contract or agreed by prior written consent of Germantown Municipal School District.

## **HOLD HARMLESS**

As a condition precedent to Contractor being awarded contract with GMSD, Contractor hereby agrees to indemnify and hold harmless the Germantown Municipal School District, its board members, administrators, employees, and agents (individually an "Indemnitees") from and against any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever, whether under federal or state law, which the Indemnitee(s) may pay, sustain, suffer, or incur by reason of or in connection with the services, equipment or products provided by Contractor pursuant to the contract, including, without limiting the generality of the foregoing, all costs and expenses (including legal expenses) incurred in connection with any such loss or damage.

## **INSURANCE REQUIREMENTS WITH GERMANTOWN MUNICIPAL SCHOOL DISTRICT**

The COMPANY shall purchase and maintain the insurance outlined below to provide protection from the COMPANY's negligent acts. The COMPANY shall provide this insurance as required by the Contract documents. All Certificates should be issued with an Insurance Company (or Companies) maintaining an AM Best Rating of A- or better and a Financial Size of IX or greater. All Insurance Companies shall be authorized to conduct business in the State of Tennessee. The negligence by any subcontractor, by anyone directly or indirectly employed by any of them, shall be considered a negligent act of the COMPANY.

- Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence. This must include Products/Completed Operations, Explosion/Collapse/Underground Coverage and Contractual Liability. The Germantown Municipal School District must be named Additional Insured using a CG 2010 (11/85) endorsement (or equivalent) and this must be noted on the Certificate of Insurance. The Insurance Company agrees to waive their Right of Subrogation against the Germantown Municipal School District and this must be noted on the Certificate of Insurance.
- Auto Liability Insurance in the amount of \$1,000,000 Combined Single Limit. The Germantown Municipal School District must be named Additional Insured and the Insurance Company agrees to waive their Right of Subrogation against the Germantown Municipal School District and this must be noted on the Certificate of Insurance.
- Statutory Workers Compensation with Employers Liability- the Insurance Company agrees to waive their Right of Subrogation against the Germantown Municipal School District and this must be noted on the Certificate of Insurance.
- Umbrella Liability in the amount of \$2,000,000 per occurrence- the terms and conditions of the Umbrella must conform to the primary insurance.

The Cancellation Clause on the Certificate of Insurance is amended to read: Should any of the described policies on the attached Certificate of Insurance be cancelled, non-renewed or reduced in coverage- the issuing Insurance Company will mail 30 days written notice by registered mail, return receipt requested, or email to:

Germantown Municipal School District  
ATTN: Jacqueline Saunders  
3350 S. Forest Hill Irene Road  
Germantown TN 38138

The Company agrees that it shall maintain the above insurance through both final acceptance and any Warranty Period defined by the contract documents.

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I have read the aforementioned terms set forth by GMSD and attest I have reviewed the TCA statutes and Board policies referenced in this document. My signature below indicates my company, and its representatives agree to abide by all the terms set forth in this agreement.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.

***I understand that for this application to be complete, my company must also submit:***

- \_\_\_\_\_ *Completed W-9*
- \_\_\_\_\_ *Certificate of Insurance (listing GMSD—6685 Poplar Avenue, Suite 202, Germantown TN 38138-- as Additional Insured)*
- \_\_\_\_\_ *Copy of Drug and Alcohol Policy*
- \_\_\_\_\_ *Copy of Background Check Policy and Company Utilizing*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

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***District Office Signature:*** \_\_\_\_\_

**Raptor may be used in lieu of Background Check Requirements** \_\_\_\_\_  
**No COI required for this submission.** \_\_\_\_\_



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## Germantown Municipal School District Invitation to Bid

Riverdale Elementary School (k-8) Painting Project- Germantown Municipal  
School District

GMSD-FY2024-004

### **ADDENDUM #1**

**BID TIME AND DATE DUE:** 2:00 p.m. CST, March 26, 2024. **LOCATION:** Germantown Municipal School District Administrative Offices, 3350 South Forest Hill Irene Road, Germantown, TN 38138

**Please note that the Mandatory Pre-Bid Conference will be held at 11:00 AM at Riverdale Elementary School (k-8), 1745 Miller Farms Rd., Germantown, TN. 38138.**

**NUMBER OF documents OF ADDENDUM #1:** one (1) document, including the Addendum Acknowledgement Form.

*All signed Addenda must be acknowledged and included with your response to **GMSD BID # -FY2024-004 Riverdale Painting Project-Germantown Municipal School District.** Failure to sign, acknowledge and include all Addenda may result in your BID being disqualified and rejected.*

Names and signatures below certify that you acknowledge, understand, and agree to all information in Addendum #1- BID # **GMSD-FY2024-004.**

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*Authorized Representative (Print)*

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*Signature*

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*Date*





## Germantown Municipal School District Invitation to Bid

Riverdale Elementary(k-8) School Painting Project- Germantown Municipal School District

GMSD-FY2024-004

### **ADDENDUM #2-Questions and Answers**

**BID TIME AND DATE DUE:** 2:00 p.m. CST, March 26, 2024. **LOCATION:** Germantown Municipal School District Administrative Offices, 3350 South Forest Hill Irene Road, Germantown, TN 38138

**NUMBER OF documents OF ADDENDUM #2:** two (2) documents, including this Addendum Acknowledgement Form.

*All signed Addenda must be acknowledged and included with your response to **GMSD BID # -FY2024-004 Riverdale (k-8) Painting Project-Germantown Municipal School District**. Failure to sign, acknowledge and include all Addenda may result in your BID being disqualified and rejected.*

Names and signatures below certify that you acknowledge, understand, and agree to all information in Addendum #2- BID # **GMSD-FY2024-004**.

---

*Authorized Representative (Print)*

---

*Signature*

---

*Date*

# Riverdale Elementary School (k-8) Painting Project- Germantown Municipal School District GMSD-FY2024-004 Questions and Answers.

1. Can work hours be extended beyond M-F 7a-3p? **Yes, work can be extended beyond normal hours (Monday-Friday 7:00AM-3:30PM) including weekends except GMSD Holidays. GMSD can grant access if needed, but you must request it at least 48hrs prior to access the building.**
2. It states to touch up lockers, that being said the touchups will be visible since it is a prefinished surface. Can you confirm that you only want touchups and understand that the touchups will be visible? **Yes, confirmed.**
3. Lockers are pre-coated from the factory if we touch up, they will not look good. Are we to bid stripping and repainting the lockers entirely or leave off the estimate? **Provide touch up paint for lockers and locker panels as needed with PNT-4 Sea Route 7555D or match existing color.**
4. For the items being varnished are we to completely sand all current stain off and completely redo the stain or just scuff sand and apply over existing varnish. **Just scuff sand and apply over existing varnish.**
5. In the Stem room there are several counter tops in the middle of the room with wood cabinets underneath. Are we varnishing those as well? **Yes, you need to apply the varnish for all unpainted cabinets.**
6. Are we painting the raised letters in the gym. **Yes.**
7. Please see language below, on the pre-bid walk through we were told we would not be painting exposed construction ceiling or floors however the screen snipping below is from the bid packet. Please advise which is correct. **Ceiling: You are not painting exposed construction ceiling at this time; however, the language in the bid package exists in case the school administration makes changes during painting. Floor: please refer to Item #25 "In all storage rooms, custodial closets, riser rooms, dry storage, mechanical room, electrical room and water closet that has unfinished floor painting contractor must install industrial gray epoxy."** These areas are concrete floors; therefore, the screen snipping below from the bid packet will apply.



## MAINTENANCE SERVICES AGREEMENT

**THIS FACILITIES SERVICES AGREEMENT** (“Agreement”), by and between **Germantown Board of Education, operating as Germantown Municipal School District**, a school district organized and existing under the laws of the State of Tennessee (hereinafter referred to as the “Owner”), and **GCA Education Services, Inc.**, a division of ABM Industry Groups, Inc., the successor-in-interest to GCA Education Services, Inc. (hereinafter referred to as the “Contractor”). Owner and Contractor are hereinafter referred to as the “Parties” to this Agreement.

### RECITALS:

1. Owner is desirous of contracting with a third party for providing maintenance services for the Germantown Municipal School District.

2. The Contractor represents that it can perform the work and is willing and able to perform the work required under this Agreement.

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

### 1. DEFINITIONS

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

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

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

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

**“Owner”** means Germantown Board of Education, including its Project Manager or other designees.

**“Equipment”** means the related materials involved in providing the services delineated herein.

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

2. **SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work (collectively, the “Work”) required for maintenance services for the Germantown Municipal School District, in strict accordance with the Contract Documents. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor hereby represents and warrants that it is certified and licensed to perform the Work. The Contractor shall provide the Owner copies of appropriate certifications upon request.

3. **CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either

attached to this Agreement or are incorporated herein by reference and made a part hereof:

- a. This Agreement, including the ARRA Addendum attached hereto, if any;
- b. RFP #FY2021-22-07 issued by the GMSD Purchasing Department.
- c. The RFP Response of the Contractor submitted for this Project and accompanying documents and certifications;
- d. Certificate(s) of Insurance submitted by the Contractor in connection with this contract;

**3.1 PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this Agreement and any other agreements or documents, the terms of this Agreement shall prevail.

**4. CONTRACT TERM.** The contract shall be for an initial period beginning July 1, 2022 through June 30, 2023 upon receipt of a fully executed Agreement. The Germantown Board of Education reserves the right to extend this agreement annually for up to four (4) additional consecutive one (1) year periods at the same pricing if agreeable to both parties.

**5. CONTRACT PRICE.** The Owner shall pay the Contractor for the performance of the Work, in current funds, a monthly payment of Thirty Nine Thousand Two Hundred Twenty Five and 0/100 Dollars (\$39,225) for the Services.

**6. PAYMENT FOR WORK PERFORMED.** The Owner will use best efforts to pay within thirty (30) days of receipt of an invoice for the Work accepted by the Owner.

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

**8. GENERAL INDEMNIFICATION.** The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; and shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Agreement. The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and the Owner's officers and agents from all claims relating to labor performed or furnished and materials used or employed for the Work; to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the Work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and any employees therein.

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

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

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

Agreement.

- a. Worker's compensation coverage in accordance with the statutory requirements and limits of the State of Tennessee
- b. Comprehensive general liability insurance for bodily injury, including death, and property damage of \$1,000,000 per occurrence from a company licensed to write insurance policies in the state of Tennessee.
- c. Comprehensive automobile liability insurance covering owned, hired, and non-owned vehicles with a minimum of bodily and property damage of \$1,000,000 each accident, combined single limit from a company licensed to write insurance policies in the state of Tennessee.
- d. Excess or umbrella insurance of \$1,000,000 per occurrence from a company licensed to write insurance policies in the state of Tennessee.
- e. Fidelity/Employee Dishonesty insurance with a \$100,000 limit from a company licensed to write insurance policies in the state of Tennessee.
- f. Employment practices liability insurance (EPLI) with a \$100,000 limit from a company licensed to write insurance policies in the state of Tennessee.

The Contractor shall not commence the Work until proof of compliance with this Section 11 has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the state of Tennessee. This certificate shall indicate that the contractual liability coverage is in force. The Owner shall be named as additional insured on the Contractor's Liability Policies. Written notice of cancellation of any insurance required by this Agreement, whether by the insurer or the insured must be provided to Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice. Contractor will ensure that required coverage is re-established should such cancellation occur. Failure to re-establish coverage shall be considered a breach of this Agreement.

**12. DEVOTION TO DUTY.** Contractor shall devote adequate time and attention to its duties under this Agreement and agrees that it shall perform these duties to the best of its ability and according to the requirements of this Agreement.

**13. DISPUTE RESOLUTION.** Contractor and Owner shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement in the following manner:

The dispute shall first be referred to the Joint Review Committee, which shall attempt to resolve the dispute within five (5) days of notice of dispute. If the Joint Review Committee is unable to resolve the matter, it shall be referred to mediation. If the parties are unable to mutually agree upon a mediator, then the process and procedures of Resolute Systems, Inc., in Memphis, Tennessee shall be used. However, any mediation shall take place in Shelby County. In the event that Contractor and Owner are unable to resolve the matter through mediation, then either party may file suit in the appropriate court in Shelby County, Tennessee. Contractor and Owner agree that no lawsuit will be filed except in Shelby County and agree that jurisdiction and that venue is proper in such a location. However, mediation shall be a mandatory prerequisite to the filing of litigation by either party arising out of any claim, dispute or other matter in controversy between them arising out of this Agreement, unless the filing deadlines under applicable statute of limitations would otherwise expire. If suit is filed before mediation is conducted in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. This dispute resolution process is intended to be the sole remedy available to the parties.

**14. TERMINATION FOR UNSATISFACTORY PERFORMANCE.** Owner shall have the right to terminate this agreement for failure of performance by Contractor. If, in the sole reasonable opinion of the Owner, Contractor is not performing services in accordance with the requirements of this agreement, and Owner desires to terminate the agreement, Owner shall give contractor sixty (60) days written notice of its intention to cancel the agreement if such service deficiencies are not corrected within that time (the "Cure Period"), which notice shall specify the service areas in default. On or before the end of the sixty (60) days Cure Period, Owner shall reasonably determine that either (i) the

service deficiencies have been corrected, in which case the agreement will continue in full force and effect subsequent to the Cure Period, or (ii) the service deficiencies have not been corrected, in which event Owner may, by further written notice, cancel the agreement thirty (30) days from the end of the Cure Period. In the event that Owner does not act pursuant to either (i) or (ii) above, the service deficiencies shall be deemed corrected and the agreement shall continue in full force and effect thereafter.

**15. JOINT REVIEW COMMITTEE.** A Joint Review Committee shall be formed and comprised of at least two (2) persons from Owner and two (2) persons from Contractor. The purpose of the Committee will be to review the performance by Contractor and facilitate regular communication between Owner and Contractor regarding the Services. This Committee shall hold its first meeting not later than thirty (30) days from the commencement of this Agreement and thereafter shall have regular meetings.

**16. SAFETY REQUIREMENTS.** The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work performed under this Agreement. The Contractor shall also agree to abide by the following:

a) Contractor shall be responsible for safeguarding against loss, theft or damage of Owner's property, materials, equipment and accessories. Owner shall provide storage for the equipment and supplies or materials normally required for services provided under this Agreement. Contractor shall be responsible for the proper secure and safe storage of its equipment, supplies or materials necessary for providing services to Owner.

b) Contractor employees shall not carry or allow to be carried onto school property any guns, knives, dangerous weapons, alcohol or drugs. Contractor employees shall not use or allow to be used any tobacco products while on school property.

c) Contractor shall be fully responsible for the security and appropriate use of any keys issued to Contractor or its employees. Contractor shall immediately notify Owner that a key has been lost. Contractor will replace lost keys and reimburse Owner for costs resulting from keys issued to Contractor and lost. Keys shall be returned to the appropriate site administrator at the end of each work period.

d) Contractor personnel shall not allow unauthorized persons to enter school buildings.

e) Owner shall charge back to Contractor \$15.00 per hour should an employee of Owner be required to secure a building left unsecured by a Contractor employee.

f) All employees representing the Contractor shall abide by all policies set at the school level, including, but not limited to parking, checking in and out at the front office any time an employee of the Contractor is on campus, and working within the framework of the school and administration of the school to provide services that are least disruptive to the educational environment of the school.

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

**18. NONDISCLOSURE.** Contractor will not disclose or permit to be disclosed any proprietary information, data, systems, pricing or finances of Owner unless otherwise required by law. Contractor will not disclose or permit to be disclosed any information required by law to be maintained confidentially by Owner, including but not limited to individually identifiable information about students and confidential information concerning employees.

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

be construed to exist between Owner and Contractor or between Owner and any of Contractor's employees performing the Work under this Agreement, and neither Contractor nor its employees shall be entitled to participate in any of Owner's pension or employee welfare benefit plans, including its group life insurance plans. Owner will have no liability for payment of Contractor employee wages, fringe benefits, payroll taxes or other expenses of employment. Furthermore, if any charge, lawsuit or claim of any kind is filed against Owner alleging that Owner is also an employer of Contractor's employees, Contractor agrees to indemnify, hold harmless and reimburse Owner for all costs, including attorneys' fees in defending any such action. Contractor shall provide a fidelity bond to insure Owner against losses that Owner may incur as a result of acts by Contractor employees and/or agents and shall indemnify and hold Owner, its servants and employees harmless for negligent or intentional acts of Contractor employees.

**20. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Agreement or any part thereof or interest therein without the prior written consent of the Owner. It is understood that all terms and conditions of the Contract Documents apply to any subcontractors that may be utilized for this project.

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

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

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

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

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

**If to Contractor:** GCA Education Services, Inc.  
830 Fesslers Pkwy Ste. 124  
Nashville, TN 37210  
Attn: Kris Thomas

**If to Owner:** Germantown Municipal School District  
3350 S. Forest Hill Irene Rd.  
Germantown, TN 38138  
Attn: Joshua Cathey

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

the same provision or any other provision.

**27. SURVIVAL.** Any provisions of this Agreement, and any other provisions that create obligations extending beyond the term of this Agreement, shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

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

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

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

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

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

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

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

**34. APPROPRIATIONS.** This Agreement is subject to the appropriation and availability of funds. In the event that the funds are not appropriated or are otherwise unavailable, Owner reserves the right to terminate this Agreement upon written notice to the Contractor. Said termination shall not be deemed a breach of this Agreement by Owner. Upon receipt of written notice, the Contractor shall cease all work associated with this Agreement. In the event of termination, the Contractor shall be entitled to compensation for all satisfactory and authorized Services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from Owner any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**35. AUTHORIZATION FOR AGREEMENT.** The execution and performance of this Agreement by Contractor and Owner have been duly authorized by all necessary laws, resolutions and/or corporate action, and this Agreement constitutes the valid and enforceable obligations of Contractor and Owner in accordance with its terms.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

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

**GCA EDUCATION SERVICES, INC.**  
("Contractor")

By: 

Kris Thomas

Title: Regional Vice President- Education

Date 5/26/2022

**GERMANTOWN BOARD OF EDUCATION**  
("Owner")

By: 

Jason Manuel, Superintendent

Date 5-26-22



## FIRST AMENDMENT TO MAINTENANCE SERVICES AGREEMENT

**THIS FIRST AMENDMENT TO MAINTENANCE SERVICES AGREEMENT** (the "First Amendment"), effective as of July 1, 2023, is made by and between **Germantown Board of Education, operating as Germantown Municipal School District** ("Owner") and **GCA Education Services, Inc.**, a division of ABM Industry Groups, LLC, the successor-in-interest to GCA Education Services, Inc. ("Contractor"). Contractor and Owner are hereinafter referred to as the "Parties" to this First Amendment.

### **RECITALS:**

- A. **WHEREAS**, the Parties have entered into a Maintenance Services Agreement dated effective July 1, 2022 (referred to as the "Agreement"), whereby Owner retained Contractor to perform various services specified in the Agreement itself; and
- B. **WHEREAS**, the Parties desire to make certain modifications, revisions and amendments to the Agreement itself.

**NOW, THEREFORE**, for and in consideration of the mutual promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties state and agree as follows:

1. **Term.** Section 4 of the Agreement is hereby amended to extend the term, which extended term shall commence as of **July 1, 2023** and terminate **June 30, 2024** (the "Term"), unless sooner extended or terminated as provided in the Agreement.
2. **Specifications.** The Scope of Services to the Agreement shall be re-stated as set forth in **Attachment A**, attached to this First Amendment and made a part hereof.
3. **Pricing.** Section 5 to the Agreement shall be modified as set forth **Attachment B**.
4. **Ratification.** Except as and to the extent amended, altered, and/or modified as provided in this First Amendment, all terms, covenants, conditions and provisions of the Agreement are hereby ratified and reaffirmed, and shall remain in full force and effect.
5. **No Default.** The Parties hereby acknowledge and agree that, as of the date of this First Amendment, neither party is in default or otherwise in breach of the Agreement, and to their best knowledge no facts exist which, with the passage of time, the giving of notice, or both, could become a default or breach of the Agreement.
6. **Counterparts.** This First Amendment may be executed in one or more counterparts, and exchanged via facsimile or other electronic transmission, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

GERMANTOWN BOARD OF EDUCATION, OPERATING  
AS GERMANTOWN MUNICIPAL SCHOOL DISTRICT

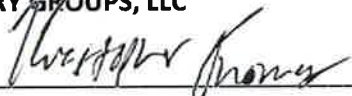
By: 

Name: Jason Manuel

Title: Superintendent

Date: 6-6-23

GCA EDUCATION SERVICES, INC., A DIVISION OF ABM  
INDUSTRY GROUPS, LLC

By: 

Name: Kristopher Thomas

Title: Regional Vice President

Date: 5/26/2023

**ATTACHMENT A**  
**SERVICE LOCATIONS AND SCOPE OF SERVICES**

**SERVICE LOCATIONS:**

Dogwood Elementary School (88,000 sq ft) - 8945 Dogwood Rd. Germantown, TN 38139  
Farmington Elementary School (73,908 sq ft) - 2085 Cordes Rd. Germantown, TN 38139  
Forest Hill Elementary School (105,780 sq ft) - 3368 S. Forest Hill Irene Rd. Germantown, TN 38138  
Riverdale K-8 School (152,199 sq ft) - 1745 Miller Farms Rd. Germantown, TN 38138  
Houston Middle School (92,750 sq ft) - 9400 Wolf River Blvd. Germantown, TN 38139  
Houston High School (281,689 sq ft) - 9755 Wolf River Blvd. Germantown, TN 38139  
Germantown Municipal School District Office (20,016 sq ft) - 3350 S. Forest Hill Irene Rd, Germantown, TN 38138

**SCOPE OF SERVICES:**

Contractor shall supply labor as indicated in this specification. Parts/equipment will be provided by the Germantown Municipal School district through district approved supply distributors. Contractors supplied labor will purchase parts, materials and equipment of the account(s) provided by Germantown Municipal School district.

The selected Contractor will provide administrative and technical direction for the management and operation building maintenance functions throughout the Germantown Municipal School District. Such direction will include, but not be limited to, assistance in planning, organizing, coordination, direction, and training to ensure the buildings are functional, safe and to ensure dependable and optimized performance of heating, air conditioning, refrigeration, mechanical, electrical and plumbing systems of the Germantown Municipal School District during normal hours of operation and emergency response during other times. Contractor will maintain the Facility Operation and Maintenance (FOM) function in the buildings. Contractor will control the cost of labor and the materials, support energy conservation measures and maintain continuous availability of trained and experienced managers and technical support. Contractor is expected to provide administration and technical direction in the management of the maintenance organization. When requested, the Contractor will also be capable of providing the technical and engineering expertise and support for various operations' projects as detailed in the attached specifications.

Services will be provided in accordance with the highest standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable codes, licensure and regulations.

Contractor shall execute creative and cost-effective fiscal management of all related budgets and expenses.

**SPECIFICATIONS OF SERVICES TO BE PROVIDED BY CONTRACTOR:**

**A. Professional Management and Staff**

1. Provide management staff who will undertake all issues and duties pursuant to this RFP's specifications
2. Direct and train the employees in a manner providing for effective coordination of skills, time, facilities, purchased services, equipment, and supplies
3. Assist in development of specification and scopes as needed for all third-party service providers beyond core services provided by prime contractor.
4. At all times cooperate and coordinate with outside contractors whose products and services affect the services, repair or replacement of building systems. Provide them with assistance and instructions as to where the services need to be rendered
5. Communicate with district staff and key administration concerning work order requests and overall support service initiatives.

**B. Safety and Compliance**

1. Contractor's manager shall support the district for providing safe well-maintained facilities to include:
  - Maintenance of all facility doors, windows and means of fire egress
  - Routine review and documented inspections of normal and emergency power supplies

- Recommendations to administration concerning life safety procedures
- Maintenance of facility equipment and structures to affect a safe environment Code compliance for all required systems including but not limited to:
  - Interior Fire Alarms
  - Plumbing
  - Mechanical
  - Electrical
  - Vertical Transportation Boilers and Pressure Vessels
  - Hoods (kitchen & labs) and Ansuls Sprinkler / Standpipes

2. Provide assistance to the school district with respect to the school district's policies, procedures, designs, equipment and furnishings to facilitate compliance with applicable building codes, fire prevention codes, occupational safety and health codes and standards, and applicable Life Safety Codes.

3. Assist in the collection and filling in organized records, documents provided by the school district for certification of the physical plant's compliance with the requirements of applicable laws and regulations.

4. Prepare and submit a correction plan for deferred maintenance and safety deficiencies on an ongoing basis. (Facility Condition Index-FCI). Formal FCI costs to be borne by the school district.

5. Provide recommendations to allow safe facility practices.

6. Upon notification to Contractor of an incident, Contractor shall administer a safety incident reporting system to include investigation and evaluation of incidents.

7. Provide EPA and OSHA required training to all appropriate District employees.

8. Maintain liaison with major safety-oriented agencies.

9. Develop during the first six (6) months of the contract and then maintain a reference library of pertinent local, state and federal documents and publications which deal with facilities facets of safety to include all applicable building safety codes and standards.

10. Contractor will make routine safety and material inspections and report results to the administration.

#### **C. Disaster Preparedness and First Response Plan**

1. Assist the school district in the preparations of a facilities-related Emergency Disaster Plan as follows:

- Assisting in disaster rehearsal drills, as required
- Assist the school district in implementing its plan for fire, flood, and collapse etc. response preparation.
- Designation, notification, and assignment of responsibilities to facilities personnel
- Train and provide written procedures/instructions to the maintenance staff on their responsibilities in case of disaster, other threats and threats of explosion or structural failure.

#### **D. Employee Development and Direction**

1. Manage and direct Contractor's facilities employees

- Contractor will provide all direction and supervision for its employees.
- Provide personal leadership and clear, comprehensive written instructions defining tasks and functions.
- Provide and maintain a written organizational summary for intra- and interdepartmental responsibilities and relationships. Include organization diagrams showing lines of communication, direction, and reporting relationships.
- Provide and maintain job descriptions for each member of the facilities organization. Establish and conduct a program of individual performance review.
- Establish and maintain personnel records in accordance with existing policies and procedures.
- Maintain a written record of employee performance, qualifications, and specialized training.
- Maintain records and prepare reports as required by occupational and safety and health programs.
- Make staffing recommendations concerning the facilities personnel's organizational skills, number of hours and shifts.

#### **E. Specialized Maintenance and Operations Tools**

All specialized tooling and equipment to be provided by Contractor.

## **F. Facility Management Computer System**

1. Contractor will access district provided computerized integrated facility management program (SchoolDude Solutions). The program will provide for the on-line tracking of work activities. The system will include the creation of both preventive maintenance and corrective work orders, for the addition to and removal of equipment, and for the scheduling of new equipment for inspection.
2. The system provided will include quality control capabilities and in-house software support. In addition, the system will include multiple data entry capability in a network environment and have Web access. The following capabilities are just an example of the reporting functions that the school districts desire. Contractor will supply the following reports and other as requested using the established computerized integrated facility management program:
  - Scheduled, open and completed work order reports.
  - Summary and detailed of equipment preventive maintenance history,
  - Equipment cost histories
  - Work Backlog
  - Individual employee activity summaries

## **G. Required Trade Capabilities**

1. Contractor will undertake routine and preventative maintenance trades activities. These activities are those planned for the normal functioning of the department and are, of course, subject to modification by changed circumstances or direction by the client, manufacturer or contractor's management. Industry standard practices will be employed and manufacturers' recommendations followed as a minimum. The following are typical recommended trade's and descriptions:

### **Preventive Maintenance Tech**

- Exercises competency in identifying and correcting equipment defects.
- Operates, maintains, and repairs all electro/mechanical systems on site. This would include HVAC equipment and controls, fans and blowers including troubleshooting of motors, heat exchangers, boilers, absorption, chillers, cooling towers, air-conditioning and refrigeration units (base diagnostics), pumps, etc., school district systems observation-adherence to manufacturers' directives essential.
- Advises supervision and inputs work order of identified defects in equipment and any potential problems observed during their tour.
- Carries out varieties of plumbing and general repair tasks-first responder duties.
- Maintains any equipment logs as dictated by management.
- Assists other trades as needed.
- Keeps mechanical equipment rooms safe and clean.
- Replacing Air Filter on HVAC Units and Air Handlers
- Replace water strainers and filter in or within the system of boilers, Chillers, Ice Machines and Drinking fountains.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.
- Responds to emergency situations as district needs 24/7
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.

### **Plumber**

- Repairs replace and maintain campus' water and steam conveyance infrastructure including all related fittings, devices and equipment.
- Installs and repairs plumbing fixtures such as sinks, commodes and urinals. Assembles and installs pipes, fittings and valves.
- Carries out PM on all steam traps and related control valves.
- Repairs or replaces fittings for grounds' irrigation system.
- Executes inspections and repairs when required to buildings fire protection piping and related components.

- Performs readings of all water utility meters.
- Works closely with contracted water treatment companies and ensures delivery of service.
- Keeps mechanical equipment rooms safe and clean.
- Ability to read and work from prints or schematics.
- Conducts annual testing of RPZ (backflow preventer) devices.
- Winterizes systems as required.
- Un-Stop sewer with sewer snake machine or Hydro Jetting.
- Repair water service to the buildings and water lines within the building along with damages occurred during obtaining access to the point of failure.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.
- Responds to emergency situations as district needs 24/7
- Assists other trades as needed and keeps electrical closets clean and safe.

#### **HVAC Tech/Plant OP-essential**

- Inspects HVAC systems and engineering plants and answers wide repair calls.
- Operates, maintains, replaces, and installs all HVAC plant equipment, including but not limited to, boilers, chillers, heat pumps, FCU's, diesel generators, water heaters, and associated equipment.
- Tours and monitors equipment performance. Monitors pressure, temperatures, and other equipment parameters; performs preventive maintenance and repairs of HVAC systems and associated equipment.
- Observes pressure, temperature, and draft meters on panel to verify specified operation of automatic combustion control systems, feed water regulators, and burners.
- Turns valves and adjusts controls to set specific fuel feed, draft openings, water level, and steam pressure of the boiler.
- Observes boiler and auxiliary units to detect malfunctions and makes repairs, such as changing burners and tightening pipes and fittings.
- Tests and treats boiler feed water and maintains systems DE aerator.
- Calibrates all temperature control related sensors, receivers, and transmitters, etc.
- Answers general repair and temperature service calls for campus.
- Monitors, troubleshoots, and maintains control systems, including pneumatic, DDS/hybrid systems.
- Makes changes and monitors interior environments through use of building management computer systems or local controls. Repairs and maintains other mechanical and physical plant systems, including motors, pumps, valves, steam operated equipment, compressors, etc.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.
- Responds to emergency situations as district needs 24/7
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.

#### **General Mechanic**

- Starts and operates equipment as directed and makes rounds of facilities noting and correcting problems as encountered.
- Makes assorted repairs to furniture, hardware, partitions, doors, soap dispensers, etc.
- Addresses simple plumbing repairs when requested.
- Maintains and makes necessary repairs to classroom and office fixtures e.g. desks, files, bookcases.
- Repairs/replaces resilient flooring and associated cove materials.
- Hangs white boards, notice boards, pictures, and displays.
- Assembles new classroom/office furniture.
- Carries out painting touch ups when class is not in session.
- Installs new ceiling tiles as needed for sagging, discolored and/or damaged ceiling tile.
- Changes light bulbs, ballasts, and broken lenses.
- Installs, when required, temporary HVAC.
- Performs basic electrical outlet and switch repairs including breaker resets.
- Playground equipment and surface repair and track surface repairs.
- Repair Bleacher (Motorized, Auditorium and Stadium style seating)
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of

- proper materials required at job site.
- Responds to emergency situations as district needs 24/7
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.

### **Electrician**

- Inspects and tests main switch-gear for electrical integrity. Electrical systems consist of single phase and three phase with voltages up to 480 AC.
- Inspect, verify and label main switch-gear and all breaker locations.
- Monitors performance of electrical service providers and ensures conformance to code and contract scope.
- Files all maintenance and installation documents with the local governing body when necessary.
- Maintains ongoing log of all electrical work performed district wide and advises supervision of potential problems.
- Provides ongoing electric panel load reports for supervision.
- Performs in house changes to supervisory fire detection devices when required.
- Operates, maintains and repairs electrical equipment for lighting, power, heating and air-conditioning.
- Checks, labels, tests and repairs transformers, AC and DC pumps, VFD's, and AC and DC motors and motor controls
- Installs new distribution panels, breakers and circuits for light and power. Ability to work from prints, schematics and electrical control drawings.
- Maintains and expands when required all building control system networks and devices.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.
- Responds to emergency situations as the district needs 24/7.
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.

### **Carpenter**

- Performs skilled work in maintaining and repairing interior and exterior structures, construction of various wooden articles, interior partitioning and sheetrock work (including metal framing).
- Repairs, installs, and services all door related hardware, locks and security devices.
- Repairs and maintains floors, roofs, doors, stairways, windows, signs, and wooden and metal components of buildings and equipment.
- Checks vendor construction for conformance to contract and district standards. Advises supervision of such.
- Carries out construction, installation, and repair of interior sheetrock partitions as well as composite bathroom privacy screens, ceilings, etc.
- Installs door frames (masonry and drywall types) when required.
- Installs, replaces door hardware.
- Sands, prepares, and finishes wood floors and staging.
- Inspects theater scene construction for safety and advises supervision of such.
- Repairs, assembles, and constructs furniture.
- Operates and maintains woodworking equipment and tools.
- Makes shop computations and takes inventory of shop materials and supplies.
- Responds to emergency situations as the district needs 24/7
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at the job site.
- Other duties as required.

### **Locksmith**

- Fully Bonded - Strictly adheres to the district's key and security policies.
- Installs, maintains and repairs locking systems, (e.g. doors, door hardware, closures, panic hardware, changes lock combinations, security bolts, electric and magnetic strikes etc.) dedicated to maintaining facilities in a safe and secure operating condition.
- Cuts new or duplicate keys (e.g. building and vehicle keys, file cabinets, desks, cabinets, intrusion alarms, lost or stolen locks/keys, etc.).

- Repairs various items, systems and/or components (e.g. locks, worn tumblers, shortened tumblers, springs, changes combinations, existing hardware, etc.).
- Inspects facilities, systems and their components to identify security hardware issues and effects PM and necessary repairs to said components.
- Fabricates unique locks and locking devices for the purpose of meeting the specialized security problems within the site.
- Programs and diagnoses malfunctions of security systems and card access hardware/software.
- Performs minor repair or modifications to door and/or frames.
- Re-keys lock and change combinations in academic and residence facilities.
- Coordinates with administration and other trades for the purpose of completing projects/work orders efficiently.
- Informs personnel, clients regarding procedures and/or status of work orders.
- Prepares documentation in a variety of written and electronic formats (e.g. card codes, daily paperwork/log, time and materials, key and material records, key inventory, etc.).
- Maintains shop environment, tools and/or equipment for the purpose of ensuring the availability of equipment in safe operating condition.
- Requests and maintains equipment and supplies.
- Responds to emergency situations and resolves the district's security concerns 24/7.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.

#### **Roofer-Skilled**

- Completes repairs on EPDM, built up, TPO, shingle, tin, etc.
- Maintains and repairs all types of roofs and roofing systems throughout the district.
- Responds to emergency roof leaks or roof related problems
- Performs preventive maintenance program for all roofs within the districts. Advises the districts regarding problems noted and/or replacement needs.
- Transports a variety of items (e.g. tools, equipment, supplies, etc.) thus ensuring the availability of proper materials required at job site.
- Responds to emergency situations as district needs 24/7
- Assists other trades as needed and keeps electrical and mechanical closets clean and safe.
- Performs inspections for new construction and roof replacement.
- Performs other duties as assigned

#### **2. Safety Related Emergency Repairs:**

- Contractor will make emergency repairs to protect the students, faculty, and staff, as directed by any responding Emergency Service and the school districts.
- Carries out and fully participates in all first response activities to contain dangerous situations.

#### **H. Definitions of Maintenance Activities**

– These definitions simply state general terminology relating to each category of work.

1. **Preventive Maintenance:** Preventive Maintenance is the understanding and delivery of your assets basic needs, while in routine service. It can also be described as the scheduling tool or action plan for managing the anticipated life expectancy of “any” asset and carrying out the required service tasks to ensure the fullest life cycle and performance of the plant.
2. **Corrective Maintenance:** The repairs or replacement to school real property or systems that has or have deteriorated, broken, or worn out and cannot be used for its intended purpose. Essentially, efforts to improve plant reliability, correct deficiencies or mitigate bad situations observed by operators and/or clients. This includes first line repairs and maintenance on components of air-conditioning systems, heating systems, and any structurally related items. Major repairs to such systems as failed chillers, boilers, and roofs normally do not fall within the day-to-day department responsibility and usually require board approval and appropriation of funds to support repairs. It is essential that initial maintenance problems be responded to quickly as they will become worse if left unattended.
3. **Reactive Maintenance:** Responses to unplanned outages or situations beyond the norm.

4. **Plant Operations:** Day-to-day plant operations and service response.
5. **Facility Improvement/Modernization:** The major/minor alteration of existing systems which changes its present configuration, install or construct an addition to the facility, mechanical, structural, or electrical system, to completely/partially revamp or replace components of a facility. These could be considered high cost items that should be planned for and funded in each fiscal year's budget. However, action sometimes must be taken to eliminate a safety or health hazard and the only funds available are the maintenance funds. Caution must be used when utilizing these funds so as not to jeopardize funds needed for the day-to-day operations and efforts should be made to allocate the costs to the building account pursuant to GAAP account standards.
6. **Capital Improvement:** These funds have been appropriated through the school district's budget or bond issues. Priorities should be established each school/department year for those large projects beyond normal school maintenance capabilities. Items such as replacing roofs, additions to facilities, buying new facilities, altering or any construction work would normally come from this fund. All decisions on the utilization of these funds rest with the school district.

### I. Administrative Specifications

-- Contractor will undertake all issues and duties pursuant to the attached specifications.

#### Specific areas of responsibility are:

1. **Supervision** – Contractor's manager will assume line management duties controlling direct labor activities including: hiring, termination, task assignments, job description, scheduling, training, application of personnel policies and direct labor hour justification.
2. **Staff Interaction** – Contractor's manager will undertake to initiate, develop and maintain sound and professional working relationships with members of the faculty, administration and staff throughout the school district including: routine communication on facility related issues, open solicitation of ideas and involvement in facility issues as appropriate.
3. **Preventive Maintenance and Corrective Work Order System** - Contractor will utilize owner's preferred work order software.
4. **Policies and Procedures** – Contractor's manager will develop, publish and apply policies and procedures appropriate and necessary to the facility function including, but not limited to:
  - Emergency Call-In List
  - Assignment Accountability
  - Work Order Procedures
  - Inspection/QA Records
  - Preventive Maintenance Procedures
  - Personnel and Safety Policing
5. **Planning** – Contractor's manager will assist the school district in generating fiscal, capital, administrative and project plans for the facility function.
6. Contractor will review existing Facility Condition Index for the school district. Said information must be updated annually, closer budgeted or a new full-blown assessment carried out.
7. **Reporting** – Contractor's manager will issue such monthly reports as deemed necessary to fully apprise administration of current and planned activities (to include but not limited to) budget compliance, personnel issues, equipment, and facility status.
8. **Records** – At times Contractor's site administration will initiate, compile, and maintain records and files necessary for the smooth and optimal functioning of the facility department, such as: Work Orders, Equipment Preventive Maintenance, Security Code Compliance, Safety Energy Conservation, Life Safety Contractor QA
9. **Code Compliance** – Depending upon the work performed by Contractor, Contractor's site management will research, review, apply and make recommendations concerning compliance with local, state, and federal codes, statues and ordinances.

10. **Safety and Security** – Contractor’s manager will support the school district by providing a safely maintained and secure facility.
11. **Communication** – Within thirty (30) days of the start date of the contract Contractor will meet with administration to establish Common Goals and Objectives for Maintenance Program and a Facilities Services Review Committee.
12. **Services Not Performed by Contractor:**

The following are the services not performed by Contractor but contracted to outside vendors:

- Asbestos or other Hazmat Abatement
- Sandblasting exterior building surfaces
- Any major painting projects
- Formal Certification of Interior Fire Alarm Systems
- Filing of Construction Activities/Expediting Measures
- PE or AIA Design Services

#### **Contractor Obligations**

Contractor shall designate the contact person for daily operations; said person will be responsible for daily operation needs and communication. All Site based individual(s) must complete a criminal background check at the cost of the contractor. Evidence of this investigation must be provided to the client. Monthly, Quality Assurance Inspections will be conducted to ensure contract compliance. The District Representative will coordinate inspections. Contractor will have a manager present for said inspections.

**ATTACHMENT B**  
**PRICING**

Pricing Effective July 1, 2023 – June 30, 2024

Cost reflects a 3% increase.

Annual Cost- \$484,821.00

Monthly Cost- \$40,401.75



## SECOND AMENDMENT TO MAINTENANCE SERVICES AGREEMENT

**THIS SECOND AMENDMENT TO MAINTENANCE SERVICES AGREEMENT** (the “Second Amendment”), effective as of July 1, 2024, is made by and between **Germantown Board of Education, operating as Germantown Municipal School District** (“Owner”) and **GCA Education Services, Inc.**, a division of ABM Industry Groups, LLC, the successor-in-interest to GCA Education Services, Inc. (“Contractor”). Contractor and Owner are hereinafter referred to as the “Parties” to this Second Amendment.

**RECITALS:**

- A. **WHEREAS**, the Parties have entered into a Maintenance Services Agreement dated effective July 1, 2022, which was previously amended effective July 1, 2023 (referred to as the “Agreement”), whereby Owner retained Contractor to perform various services specified in the Agreement itself; and
- B. **WHEREAS**, the Parties desire to make certain modifications, revisions and amendments to the Agreement itself.

**NOW, THEREFORE**, for and in consideration of the mutual promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties state and agree as follows:

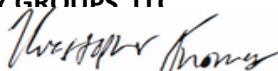
- 1. **Term.** Section 4 of the Agreement is hereby amended to extend the term, which extended term shall commence as of **July 1, 2024** and terminate **June 30, 2025** (the “Term”), unless sooner extended or terminated as provided in the Agreement.
- 2. **Pricing.** Section 5 to the Agreement shall be modified as set forth **Attachment B**.
- 3. **Ratification.** Except as and to the extent amended, altered, and/or modified as provided in this Second Amendment, all terms, covenants, conditions and provisions of the Agreement are hereby ratified and reaffirmed, and shall remain in full force and effect.
- 4. **No Default.** The Parties hereby acknowledge and agree that, as of the date of this Second Amendment, neither party is in default or otherwise in breach of the Agreement, and to their best knowledge no facts exist which, with the passage of time, the giving of notice, or both, could become a default or breach of the Agreement.
- 5. **Counterparts.** This Second Amendment may be executed in one or more counterparts, and exchanged via facsimile or other electronic transmission, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have set their hands as of the day and year first above written.

**GERMANTOWN BOARD OF EDUCATION, OPERATING  
AS GERMANTOWN MUNICIPAL SCHOOL DISTRICT**

**GCA EDUCATION SERVICES, INC., A DIVISION OF ABM  
INDUSTRY GROUPS LLC**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Kristopher Thomas

Title: \_\_\_\_\_

Title: Regional Vice President

Date: \_\_\_\_\_

Date: 3/28/2024

**ATTACHMENT B**  
**PRICING**

Pricing Effective July 1, 2024 – June 30, 2025

Cost reflects a 3% increase.

Annual Cost- \$499,365.63

Monthly Cost- \$41,613.80



Forest Hill ES	2	6	60.52	3M Ultra 800	70.57	\$ 5.57	\$ 393.19	3M S70X	72.69	\$ 3.75	\$ 272.76	3M Ipa	67.85	\$ 1.78	\$ 120.84	121.04	\$ 4.85	\$ 586.76	59.00	\$ 3.68	\$ 216.90	\$ 786.79	\$ 803.66	\$ 1,590.45
Forest Hill ES	2	7	161.39	3M Ultra 800	188.19	\$ 5.57	\$ 1,048.51	3M S70X	193.84	\$ 3.75	\$ 727.36	3M Ipa	180.93	\$ 1.78	\$ 322.23	322.78	\$ 4.85	\$ 1,564.70	157.33	\$ 3.68	\$ 578.39	\$ 2,098.11	\$ 2,143.09	\$ 4,241.20
Forest Hill ES	2	8	40.35	3M Ultra 800	47.05	\$ 5.57	\$ 262.13	3M S70X	48.46	\$ 3.75	\$ 181.84	3M Ipa	45.23	\$ 1.78	\$ 80.56	80.69	\$ 4.85	\$ 391.18	39.33	\$ 3.68	\$ 144.60	\$ 524.53	\$ 535.77	\$ 1,060.30
Forest Hill ES	2	9A	254.33	3M Ultra 800	296.58	\$ 5.57	\$ 1,652.36	3M S70X	305.47	\$ 3.75	\$ 1,146.26	3M Ipa	231.53	\$ 1.78	\$ 412.35	508.67	\$ 4.85	\$ 2,465.82	201.33	\$ 3.68	\$ 740.14	\$ 3,210.96	\$ 3,205.96	\$ 6,416.92
Forest Hill ES	2	9B	254.33	3M Ultra 800	296.58	\$ 5.57	\$ 1,652.36	3M S70X	305.47	\$ 3.75	\$ 1,146.26	3M Ipa	231.53	\$ 1.78	\$ 412.35	508.67	\$ 4.85	\$ 2,465.82	201.33	\$ 3.68	\$ 740.14	\$ 3,210.96	\$ 3,205.96	\$ 6,416.92
Forest Hill ES	2	10	40.35	3M Ultra 800	47.05	\$ 5.57	\$ 262.13	3M S70X	48.46	\$ 3.75	\$ 181.84	3M Ipa	45.23	\$ 1.78	\$ 80.56	80.69	\$ 4.85	\$ 391.18	39.33	\$ 3.68	\$ 144.60	\$ 524.53	\$ 535.77	\$ 1,060.30
Forest Hill ES	2	11A	83.00	3M Ultra 800	96.79	\$ 5.57	\$ 539.24	3M S70X	99.69	\$ 3.75	\$ 374.07	3M Ipa	91.23	\$ 1.78	\$ 162.48	166.00	\$ 4.85	\$ 804.70	79.33	\$ 3.68	\$ 291.64	\$ 1,075.79	\$ 1,096.35	\$ 2,172.14
Forest Hill ES	2	11B	62.25	3M Ultra 800	72.59	\$ 5.57	\$ 404.43	3M S70X	74.77	\$ 3.75	\$ 280.55	3M Ipa	68.43	\$ 1.78	\$ 121.86	124.50	\$ 4.85	\$ 603.53	59.50	\$ 3.68	\$ 218.73	\$ 806.84	\$ 822.26	\$ 1,629.11
Forest Hill ES	2	12A	83.00	3M Ultra 800	96.79	\$ 5.57	\$ 539.24	3M S70X	99.69	\$ 3.75	\$ 374.07	3M Ipa	91.23	\$ 1.78	\$ 162.48	166.00	\$ 4.85	\$ 804.70	79.33	\$ 3.68	\$ 291.64	\$ 1,075.79	\$ 1,096.35	\$ 2,172.14
Forest Hill ES	2	12B	112.50	3M Ultra 800	131.19	\$ 5.57	\$ 730.89	3M S70X	135.12	\$ 3.75	\$ 507.03	3M Ipa	90.85	\$ 1.78	\$ 161.80	225.00	\$ 4.85	\$ 1,090.71	79.00	\$ 3.68	\$ 290.42	\$ 1,399.72	\$ 1,381.13	\$ 2,780.85
Forest Hill ES	2	12C	112.50	3M Ultra 800	131.19	\$ 5.57	\$ 730.89	3M S70X	135.12	\$ 3.75	\$ 507.03	3M Ipa	90.85	\$ 1.78	\$ 161.80	225.00	\$ 4.85	\$ 1,090.71	79.00	\$ 3.68	\$ 290.42	\$ 1,399.72	\$ 1,381.13	\$ 2,780.85
Forest Hill ES	2	12D	41.50	3M Ultra 800	48.39	\$ 5.57	\$ 269.62	3M S70X	49.84	\$ 3.75	\$ 187.04	3M Ipa	45.62	\$ 1.78	\$ 81.24	83.00	\$ 4.85	\$ 402.35	39.67	\$ 3.68	\$ 145.82	\$ 537.90	\$ 548.17	\$ 1,086.07
Forest Hill ES	2	12E	41.50	3M Ultra 800	48.39	\$ 5.57	\$ 269.62	3M S70X	49.84	\$ 3.75	\$ 187.04	3M Ipa	45.62	\$ 1.78	\$ 81.24	83.00	\$ 4.85	\$ 402.35	39.67	\$ 3.68	\$ 145.82	\$ 537.90	\$ 548.17	\$ 1,086.07
Forest Hill ES	2	13A	41.50	3M Ultra 800	48.39	\$ 5.57	\$ 269.62	3M S70X	49.84	\$ 3.75	\$ 187.04	3M Ipa	45.62	\$ 1.78	\$ 81.24	83.00	\$ 4.85	\$ 402.35	39.67	\$ 3.68	\$ 145.82	\$ 537.90	\$ 548.17	\$ 1,086.07
Forest Hill ES	2	13B	227.50	3M Ultra 800	265.29	\$ 5.57	\$ 1,478.03	3M S70X	273.25	\$ 3.75	\$ 1,025.32	3M Ipa	165.79	\$ 1.78	\$ 295.27	455.00	\$ 4.85	\$ 2,205.67	144.17	\$ 3.68	\$ 529.98	\$ 2,798.61	\$ 2,735.65	\$ 5,534.26
Forest Hill ES	2	13C	351.00	3M Ultra 800	409.30	\$ 5.57	\$ 2,280.38	3M S70X	421.58	\$ 3.75	\$ 1,581.92	3M Ipa	284.63	\$ 1.78	\$ 506.90	702.00	\$ 4.85	\$ 3,403.03	247.50	\$ 3.68	\$ 909.86	\$ 4,369.21	\$ 4,312.89	\$ 8,682.10
Forest Hill ES	2	13D	224.25	3M Ultra 800	261.50	\$ 5.57	\$ 1,456.91	3M S70X	269.34	\$ 3.75	\$ 1,010.67	3M Ipa	187.45	\$ 1.78	\$ 333.84	448.50	\$ 4.85	\$ 2,174.16	163.00	\$ 3.68	\$ 599.22	\$ 2,801.42	\$ 2,773.38	\$ 5,574.80
Forest Hill ES	2	14	43.00	3M Ultra 800	50.14	\$ 5.57	\$ 279.36	3M S70X	51.65	\$ 3.75	\$ 193.80	3M Ipa	46.77	\$ 1.78	\$ 83.29	86.00	\$ 4.85	\$ 416.90	40.67	\$ 3.68	\$ 149.50	\$ 556.45	\$ 566.39	\$ 1,122.84
Forest Hill ES	2	15	227.50	3M Ultra 800	265.29	\$ 5.57	\$ 1,478.03	3M S70X	273.25	\$ 3.75	\$ 1,025.32	3M Ipa	233.07	\$ 1.78	\$ 415.08	455.00	\$ 4.85	\$ 2,205.67	202.67	\$ 3.68	\$ 745.04	\$ 2,918.43	\$ 2,950.71	\$ 5,869.13
Forest Hill ES	2	15	56.39	3M Ultra 800	65.75	\$ 5.57	\$ 366.35	3M S70X	67.73	\$ 3.75	\$ 254.14	3M Ipa	98.13	\$ 1.78	\$ 174.77	112.78	\$ 4.85	\$ 546.70	85.33	\$ 3.68	\$ 313.70	\$ 795.26	\$ 860.41	\$ 1,655.66
Forest Hill ES	2	16	260.00	3M Ultra 800	303.18	\$ 5.57	\$ 1,689.17	3M S70X	312.28	\$ 3.75	\$ 1,171.79	3M Ipa	240.73	\$ 1.78	\$ 428.73	520.00	\$ 4.85	\$ 2,520.76	209.33	\$ 3.68	\$ 769.55	\$ 3,289.70	\$ 3,290.31	\$ 6,580.01
Forest Hill ES	2	17	141.78	3M Ultra 800	165.33	\$ 5.57	\$ 921.10	3M S70X	170.29	\$ 3.75	\$ 638.98	3M Ipa	122.67	\$ 1.78	\$ 218.46	283.56	\$ 4.85	\$ 1,374.57	106.67	\$ 3.68	\$ 392.13	\$ 1,778.55	\$ 1,776.50	\$ 3,545.24
Forest Hill ES	2	18	20.75	3M Ultra 800	24.20	\$ 5.57	\$ 134.81	3M S70X	24.92	\$ 3.75	\$ 93.52	3M Ipa	22.81	\$ 1.78	\$ 40.62	41.50	\$ 4.85	\$ 201.18	19.83	\$ 3.68	\$ 72.91	\$ 268.95	\$ 274.09	\$ 543.04
Forest Hill ES	2	19A	41.50	3M Ultra 800	48.39	\$ 5.57	\$ 269.62	3M S70X	49.84	\$ 3.75	\$ 187.04	3M Ipa	45.62	\$ 1.78	\$ 81.24	83.00	\$ 4.85	\$ 402.35	39.67	\$ 3.68	\$ 145.82	\$ 537.90	\$ 548.17	\$ 1,086.07
Forest Hill ES	2	19B	182.81	3M Ultra 800	213.18	\$ 5.57	\$ 1,187.70	3M S70X	219.57	\$ 3.75	\$ 823.92	3M Ipa	155.25	\$ 1.78	\$ 276.49	365.63	\$ 4.85	\$ 1,772.41	135.00	\$ 3.68	\$ 496.29	\$ 2,288.11	\$ 2,268.70	\$ 4,556.81
Houston HS	2	1	40.00	3M Ultra 800	46.64	\$ 5.57	\$ 259.87	3M S70X	48.04	\$ 3.75	\$ 180.28	3M Ipa	69.00	\$ 1.78	\$ 122.89	80.00	\$ 4.85	\$ 387.81	60.00	\$ 3.68	\$ 220.57	\$ 563.03	\$ 608.38	\$ 1,171.42
Houston HS	2	2	48.00	3M Ultra 800	55.97	\$ 5.57	\$ 311.85	3M S70X	57.65	\$ 3.75	\$ 216.33	3M Ipa	82.80	\$ 1.78	\$ 147.96	96.00	\$ 4.85	\$ 465.37	72.00	\$ 3.68	\$ 264.69	\$ 675.64	\$ 730.06	\$ 1,405.70
Houston HS	2	3	19.83	3M Ultra 800	23.13	\$ 5.57	\$ 128.85	3M S70X	23.82	\$ 3.75	\$ 89.39	3M Ipa	30.28	\$ 1.78	\$ 53.93	39.67	\$ 4.85	\$ 192.29	26.33	\$ 3.68	\$ 96.81	\$ 272.17	\$ 289.10	\$ 561.27
Houston HS	2	4	49.58	3M Ultra 800	57.82	\$ 5.57	\$ 322.13	3M S70X	59.55	\$ 3.75	\$ 223.47	3M Ipa	75.71	\$ 1.78	\$ 134.83	99.17	\$ 4.85	\$ 480.72	65.83	\$ 3.68	\$ 242.02	\$ 680.43	\$ 722.74	\$ 1,403.17
Houston HS	2	5	39.67	3M Ultra 800	46.26	\$ 5.57	\$ 257.13	3M S70X	47.64	\$ 3.75	\$ 178.77	3M Ipa	60.57	\$ 1.78	\$ 107.87	79.33	\$ 4.85	\$ 384.58	52.67	\$ 3.68	\$ 193.61	\$ 544.35	\$ 578.19	\$ 1,122.54
Houston HS	2	6	1.36	3M Ultra 800	1.59	\$ 5.57	\$ 8.84	3M S70X	1.63	\$ 3.75	\$ 6.13	3M Ipa	5.37	\$ 1.78	\$ 9.56	2.72	\$ 4.85	\$ 13.20	4.67	\$ 3.68	\$ 17.16	\$ 24.54	\$ 30.35	\$ 54.89
Houston HS	2	8	20.22	3M Ultra 800	23.58	\$ 5.57	\$ 131.38	3M S70X	24.29	\$ 3.75	\$ 91.14	3M Ipa	30.67	\$ 1.78	\$ 54.62	40.44	\$ 4.85	\$ 196.06	26.67	\$ 3.68	\$ 98.03	\$ 277.14	\$ 294.09	\$ 571.23
Houston HS	2A-B	9	39.67	3M Ultra 800	46.26	\$ 5.57	\$ 257.13	3M S70X	47.64	\$ 3.75	\$ 178.77	3M Ipa	60.57	\$ 1.78	\$ 107.87	79.33	\$ 4.85	\$ 384.58	52.67	\$ 3.68	\$ 193.61	\$ 544.35	\$ 578.19	\$ 1,122.54
Houston HS	2	10	19.83	3M Ultra 800	23.13	\$ 5.57	\$ 128.85	3M S70X	23.82	\$ 3.75	\$ 89.39	3M Ipa	30.28	\$ 1.78	\$ 53.93	39.67	\$ 4.85	\$ 192.29	26.33	\$ 3.68	\$ 96.81	\$ 272.17	\$ 289.10	\$ 561.27
Houston HS	2	11	19.83	3M Ultra 800	23.13	\$ 5.57	\$ 128.85	3M S70X	23.82	\$ 3.75	\$ 89.39	3M Ipa	30.28	\$ 1.78	\$ 53.93	39.67	\$ 4.85	\$ 192.29	26.33	\$ 3.68	\$ 96.81	\$ 272.17	\$ 289.10	\$ 561.27
Houston HS	2	12	15.33	3M Ultra 800	17.88	\$ 5.57	\$ 99.62	3M S70X	18.42	\$ 3.75	\$ 69.11	3M Ipa	27.22	\$ 1.78	\$ 48.47	30.67	\$ 4.85	\$ 148.66	23.67	\$ 3.68	\$ 87.00	\$ 217.20	\$ 235.66	\$ 452.86
Houston HS	2	13	30.67	3M Ultra 800	35.76	\$ 5.57	\$ 199.24	3M S70X	36.83	\$ 3.75	\$ 138.21	3M Ipa	54.43	\$ 1.78	\$ 96.94	61.33	\$ 4.85	\$ 297.32	47.33	\$ 3.68	\$ 174.01	\$ 434.39	\$ 471.33	\$ 905.72
Houston HS	2	14	30.67	3M Ultra 800	35.76	\$ 5.57	\$ 199.24	3M S70X	36.83	\$ 3.75	\$ 138.21	3M Ipa	54.43	\$ 1.78	\$ 96.94	61.33	\$ 4.85	\$ 297.32	47.33	\$ 3.68	\$ 174.01	\$ 434.39	\$ 471.33	\$ 905.72
Houston HS	2	15	15.33	3M Ultra 800	17.88	\$ 5.57	\$ 99.62	3M S70X	18.42	\$ 3.75	\$ 69.11	3M Ipa	27.22	\$ 1.78	\$ 48.47	30.67	\$ 4.85	\$ 148.66	23.67	\$ 3.68	\$ 87.00	\$ 217.20	\$ 235.66	\$ 452.86
Houston HS	2	16	15.33	3M Ultra 800	17.88	\$ 5.57	\$ 99.62	3M S70X	18.42	\$ 3.75	\$ 69.11	3M Ipa	27.22	\$ 1.78	\$ 48.47	30.67	\$ 4.85	\$ 148.66	23.67	\$ 3.68	\$ 87.00	\$ 217.20	\$ 235.66	\$ 452.86
Houston HS	2	17	7.67	3M Ultra 800	8.94	\$ 5.57	\$ 49.81	3M S70X	9.21	\$ 3.75	\$ 34.55	3M Ipa	13.61	\$ 1.78	\$ 24.24	15.33	\$ 4.85	\$ 74.33	11.83	\$ 3.68	\$ 43.50	\$ 108.60	\$ 117.83	\$ 226.43
Houston HS	2	18	30.67	3M Ultra 800	35.76	\$ 5.57	\$ 199.24	3M S70X	36.83	\$ 3.75	\$ 138.21	3M Ipa	54.43	\$ 1.78	\$ 96.94	61.33	\$ 4.85	\$ 297.32	47.33	\$ 3.68	\$ 174.01	\$ 434.39	\$ 471.33	\$ 905.72
Houston HS	2	19	30.67	3M Ultra 800	35.76	\$ 5.57	\$ 199.24	3M S70X	36.83	\$ 3.75	\$ 138.21	3M Ipa	54.43	\$ 1.78	\$ 96.94	61.33	\$ 4.85	\$ 297.32	47.33	\$ 3.68	\$ 174.01	\$ 434.39	\$ 471.33	\$ 905.72
Houston HS	2	20	46.00	3M Ultra 800	53.64	\$ 5.57	\$ 298.85	3M S70X	55.25	\$ 3.75	\$ 207.32	3M Ipa	81.65	\$ 1.78	\$ 145.41	91.00	\$ 4.85	\$ 445.98	71.00	\$ 3.68	\$ 261.01	\$ 651.59	\$ 706.99	\$ 1,358.58
Houston HS	2	21	30.67	3M Ultra 800	35.76	\$ 5.57	\$ 199.24	3M S70X	36.83	\$ 3.75	\$ 138.21	3M Ipa	54.43	\$ 1.78	\$ 96.94	61.33	\$ 4.85	\$ 297.32	47.33	\$ 3.68	\$ 174.01	\$ 434.39	\$ 471.33	\$ 905.72
Houston HS	2	22	7.67	3M Ultra 800	8.94	\$ 5.57	\$ 49.81	3M S70X	9.21	\$ 3.75	\$ 34.55	3M Ipa	13.61	\$ 1.78	\$ 24.24	15.33	\$ 4.85	\$ 74.33	11.83	\$ 3.68	\$ 43.50	\$ 108.60	\$ 117.83	\$ 226.43
Houston HS	2	23	15.33	3M Ultra 800																				



<b>Germantown Municipal School District</b>			
Monitoring: <b>Review: Annually</b>	Descriptor Term:  <b>Grading</b>	Descriptor Code: <b>4.600</b>	Issued Date: <b>04/**/24</b> <b>08/30/22</b> <b>06/08/21</b>
		Rescinds: <b>4.600</b>	Issued: <b>04/19/21</b>

1 **GRADING SYSTEM FOR GRADES K-5**

2 The grading system for Germantown Municipal Schools in accordance with the Tennessee  
3 Uniform Grading System establishes the grading system for grades kindergarten through fifth (5<sup>th</sup>)  
4 grades:

5 Two (2) report cards are used in grades K-5; Teachers should refer to the appropriate card for  
6 explanation of the grading system for each level.

7 **Kindergarten, First Grade, Second Grade, and Third Grade:**

8 The Kindergarten, First, Second Grade, and Third Grade report cards show progress toward the  
9 state standards through target-based grading. The grade level standards are set by the state and  
10 indicate what a student should know and be able to do. Students are evaluated based on their  
11 progress toward meeting targets for each standard. This is indicated by a proficiency scale of 1  
12 through 3 used to report the progress for each target.

13 In all schools, students’ conduct is graded as E, G, S, N, or U and is to be reported at each grading  
14 period on the report card. Self-contained classes receive one homeroom conduct grade. Individual  
15 subject classes each give a conduct grade. Report cards are posted in Skyward at the end of each  
16 nine (9) – week session. Parents who request hard copy report cards will be able to pick them up  
17 at the school or they will be sent home with students.

18 **Grades 4-5 and Virtual School Grades K-5:**

19 In all schools, students’ conduct is graded as E, G, S, N, or U and is to be reported at each  
20 grading period on the report card. Self-contained classes receive one homeroom conduct grade.  
21 Individual subject classes each give a conduct grade.  
22 The letters “A”, “B”, “C”, “D”, and “F” express the basic grading system for knowledge/subject  
23 areas with the following numerical values:

- 24 A..... 90 - 100
- 25 B..... 80 - 89
- 26 C..... 70 - 79
- 27 D..... 60 - 69
- 28 F..... Below 60

1 Report cards are posted in Skyward at the end of each nine (9) – week session. Parents who request  
2 hard copy report cards will be able to pick them up at the school or they will be sent home with  
3 students.

4 In grades 4-5 a minimum of 9 grades are due per nine weeks, with the recommendation of a  
5 minimum of one grade per week should be recorded for every student. Term grades that are  
6 reported at the end of each nine (9) - week period will be determined by the average of daily work,  
7 oral assignments, written assignments, and tests. Homework assignments are of value in affording  
8 students needed practice, and such assignments should be necessary for mastery. Homework  
9 assignments may count for a maximum of 10% of the grading period. Grading and honor code  
10 procedures shall be developed and implemented by administration and followed by teachers.

11 Semester grades for grades 4-5 are determined by an average of grades for each of the two nine  
12 (9) – week terms. Standardized tests should not be used as the sole measure for passing or  
13 failing. TCAP scores may count a percentage of the second semester average, as determined in  
14 the Testing Programs policy, IP 4.700.

15 **NOTE: Semester examinations are not given in grades 4-5.**

16 Final Grade – This grade is determined by averaging the two semester grades.  
17

18 A student’s academic grade is solely intended to reflect the students’ mastery of skills and  
19 standards in the designated subject. **Therefore, academic credit/points may not be awarded**  
20 **or deducted for any purpose that is not directly related to the student’s academic**  
21 **performance.** For example, academic credit/points may not be deducted for failure to  
22 purchase certain brands or types of school supplies. A reasonable number of academic points  
23 may be deducted from a student’s academic grade for failure to submit homework or other  
24 assigned academic work on the date specified by the teacher.  
25

26 Parents are to be notified within a report card period when a student is not performing at  
27 expectation. Parent-teacher conferences should be held for gaining parental support in an effort  
28 to improve student performance.

## 29 **GRADING SYSTEM FOR GRADES 6-12**

30 Germantown Municipal School District policy in accordance with the Tennessee  
31 Uniform Grading System establishes the grading system for grades 6-12.

32 Report cards are posted in Skyward at the end of each nine (9) – week session. Parents who request  
33 hard copy report cards will be able to pick them up at the school or they will be sent home with  
34 students.

35 Parents must be notified within a report card period when a student is not performing at expectation.  
36 Parent- teacher conferences should be held for gaining parental support in an effort to improve  
37 student performance.

1 In Grades 6-8, students' conduct is graded as excellent, satisfactory, needs improvement, or  
2 unsatisfactory, and the initial letter "E", "S", "N", or "U" is used to report the conduct grade. It  
3 is to be reported at each grading period on the report card with each subject grade.

4 **NOTE:** If an erroneous grade has been entered, correction must be made, and a new report will  
5 be issued to the student.

6 Grades will be reported on report cards and transcript records using the numerical values  
7 indicated below:

8	A .....	90-100
9	B .....	80-89
10	C .....	70-79
11	D .....	60-69
12	F .....	Below 60

13 The Tennessee Uniform Grading Scale for Lottery/HOPE Scholarship

14 Students applying for lottery scholarships and other Tennessee Student Assistance Corporation  
15 funds will use the same grading scale.

16 The high school counselors shall be responsible for communicating Lottery/HOPE Scholarship  
17 requirements annually. Incoming freshmen will be provided information on college core courses  
18 required for lottery scholarships as well as necessary criteria (grade point average, ACT and SAT  
19 scores, number of credits, etc.) that must be met in order to receive a scholarship.

20 The student's unweighted GPA, weighted GPA, and HOPE GPA will be posted on the student's  
21 end-of-year report card and transcripts.

22 Grades given at the end of each nine (9) - week period will be determined by the average of daily  
23 work, oral, and written assignments, and tests. In grades 6-12 a minimum of 10 grades are due  
24 per nine weeks, with the recommendation of a minimum of one grade per week should be  
25 recorded for every student. Homework assignments may count for a maximum of 10% of the  
26 grading period. Grading and honor code procedures shall be developed and implemented by  
27 administration and followed by teachers.

28 **NOTE:** Grading systems other than the above must be approved in writing by the GMSD  
29 Assistant Superintendent of Teaching, Learning, and Assessment and the Superintendent.

30 A student's academic grade is solely intended to reflect the students' mastery of skills and  
31 standards in the designated subject. **Therefore, academic credit/points may not be awarded or**  
32 **deducted for any purpose that is not directly related to the student's academic performance.**  
33 For example, academic credit/points may not be deducted for failure to purchase certain brands or  
34 types of school supplies. The number of academic points that may be deducted from a student's  
35 academic grade for failure to submit homework or other assigned academic work on the date

1 specified by the teacher shall be determined by the teacher and approved by the school's  
2 administration.

3  
4 In the event of an excused absence, students are expected to make up missed work within a  
5 reasonable amount of time as determined by the school policy, with a minimum of one day allowed  
6 for each day absent.

7 Semester exams are not given in grades 6-8 with the exception of high school level courses.  
8 Students who successfully complete a high school course will earn high school credit. Semester  
9 grades earned in high school courses mentioned above, regardless of credits earned, will be  
10 recorded on the high school transcript. Only courses completed for credit in grades 9, 10, 11, and  
11 12 shall be counted toward the Grade Point Average (GPA).

12  
13 No student should fail for the semester or year if the only failing grade is that of the semester  
14 examination, provided the student has made an honest effort on the examination.

15  
16 Credits will be awarded in 0.5 increments upon successful completion of a semester; however,  
17 credits for full year courses may be awarded if the final yearly average is a passing grade (60 or  
18 higher).

19 For high school courses, semester grades are determined by counting the two (2) quarters as eighty  
20 (80) percent and the semester examination or a comparable evaluation, as twenty (20) percent. For  
21 high school courses in which students are exempt from the semester exam, the semester grades are  
22 determined by counting the two (2) quarters as fifty (50%) percent.

23 In all Advanced Placement (**AP**) courses at the secondary level, five (5) points shall be added to  
24 each quarter numerical grade and each semester exam grade. The two nine (9) - week grades and  
25 the semester exam grade, with the points included, will be used to calculate the semester average.

26 In all Dual Credit (**DC**), Industry-Aligned Certification, and Dual Enrollment (**DE**) courses at the  
27 secondary level, four (4) points shall be added to each quarter numerical grade and each semester  
28 exam grade. The two nine (9) - week grades and the semester exam grade, with the points included,  
29 will be used to calculate the semester average.

30 In all grades for Honors courses at the secondary level, three (3) points shall be added to each  
31 quarter numerical grade and each semester exam grade. The two nine (9) week grades, the semester  
32 exam grade, with added Honors course points included, will be used to calculate the semester  
33 average.

#### 34 **Semester Exam Exemption**

35 A student enrolled in an End of Course (**EOC**) tested subject who completes the EOC Assessment  
36 or is enrolled in an AP course and completes the AP Exam is exempt from those respective second  
37 semester exams. The requirement for second semester exams for students enrolled in **DE** courses  
38 shall be dictated by the University at which the student is enrolled in the **DE** course.

- 1 A student having a (ninety) 90 or higher average for the two (2) terms in a specific course will be  
 2 exempted from the semester exam, if the student desires. When a student is exempted from the  
 3 examination, the semester average will be the average of the two term grades. Any unexcused  
 4 absence or more than seven (7) excused absences per semester in a course will disqualify the  
 5 student from being exempt from the semester exam for that particular course. Exemptions apply  
 6 only to teacher-made semester examinations. 12<sup>th</sup> grade students are eligible for exam exemption  
 7 during both semesters. All other students in high school courses who meet the above requirements  
 8 may be exempted for only the second semester exam; however, for courses that are only one  
 9 semester, underclassmen may also be exempt during first semester.
- 10 GMSD will not rank students numerically; a laude system will be used to distinguish three ranges  
 11 of academically high performing students based on cumulative weighted grade point average, as  
 12 determined by the GMSD Honor Roll, Awards, & Laude System Policy.
- 13 Online courses taken outside of a GMSD high school will not count toward GPA unless approved  
 14 for credit recovery purposes.
- 15 One (1) quality point shall be added to the numerical quality point value corresponding to the letter  
 16 grade received in an early postsecondary course.
- 17 This weighted grading scale shall be used for all official purposes including report cards and  
 18 weighted GPA except the Lottery / Hope Scholarship as described below.

<u>Grade Value</u>	<u>For Standard classes:</u>	<u>For Honors classes:</u>	<u>For EPSO Courses: AP*, Cambridge, Industry-Aligned Certification*, Dual Enrollment**, International Baccalaureate*, Statewide Dual Credit*:</u>
A= 90 –100	A = 4.0	A = 4.5	A = 5.0
B= 80 – 89	B = 3.0	B = 3.5	B = 4.0
C= 70 - 79	C = 2.0	C = 2.5	C = 3.0
D= 60 - 69	D = 1.0	D = 1.5	D = 2.0
F= Below 60	F = 0	F = 0	F = 0

19 \*These courses are eligible for additional percentage point weighting and are awarded only to  
 20 students who sit for the identified exam.

21 \*\*Dual enrollment courses that are successfully passed and are recognized for high school credit  
 22 are eligible for additional percentage point weighting.

### 23 Report to Parents

24 Report cards are posted in Skyward at the end of each nine (9)- week session. The report cards will  
 25 be issued soon after the conclusion of each grading period. Parents who request hard copy report  
 26 cards will be able to pick them up at the school or they will be sent home with students. The grading

1 period schedule will be published on the district website and all school websites. Parent  
2 involvement is an important variable of student success. Parents are encouraged to discuss the  
3 student's progress with school personnel.

#### 4 **TRANSCRIPTS**

5 The school district shall maintain a transcript for each student which sets forth a cumulative record  
6 of the student's attendance, achievement and units of credits earned. High school transcripts may  
7 only be altered by high school counselors with authorization of the Vice-Principal. Elementary  
8 and middle school transcripts may only be altered by the School Principal or the Assistant  
9 Principal. Alterations to student transcripts shall be supported by documents providing an  
10 explanation of the reason for the transcript alteration and evidence that the student has earned the  
11 grade reflected in the altered transcript.

12 Alteration to transcripts other than as provided in this Policy may subject the employee to  
13 disciplinary action, including but not limited to, revocation of a professional educator license or  
14 certification issued by the Department of Education and may be subject to prosecution for  
15 falsification of educational or academic records.

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#### Legal References

State Board of Education Rule TRR/MS 0520-01-03-.02  
State Board of Education Rule 0520-01-03  
State Board of Education Policy 3.301  
T.C.A. § 49-2-203  
T.C.A. § 49-2-301  
T.C.A. § 49-6-407  
T.C.A. § 49-50-1101