**GMSD Board Business Meeting**
**May 19, 2026 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. Student Board Representative Report
6.D. Financial Report
6.E. Superintendent's Report
7. Citizens to be heard
8. CONSENT AGENDA
8.A. Approval of the Minutes
8.B. Revision of Policies - Second Reading: 4.605 Graduation Requirements
8.C. Insurance Renewal for Property, Liability, Workers Compensation, and Student Accident Insurance
8.D. Amendment Number One to the Pupil Transportation Services Agreement
8.E. Shared Health Clinic with PartneredWell
8.F. Miscellaneous FY 25-26 Budget Amendment #11: Summer Learning Camps
9. BOARD ACTION ITEMS
9.A. GMSD FY 26-27 General Fund Budget 2nd Reading
9.B. FY 26-27 Other Funds Budget First Reading
9.C. RFP Number GMSD FY2026-002 Sports Medicine Services Provider for Houston High School
9.D. RFP Number GMSD FY2026-003 GMSD Janitorial Services
9.E. Bid Number GMSD FY 2026-003 Commercial Dishwasher Purchase and Installation Project
9.F. GMSD Tenure Recommendations
10. Announcements
11. Adjournment

**Financial Report Notes - Month End of April 2026**

- Report Total Assets, Liabilities, and Fund Balance for each fund on the Balance Sheet.

- Health Insurance Fund: Health Claims totaled $741,527 for the month versus $724K budgeted, bringing our YTD total for claims to $7.04 million. The claim expenses to date represent 81% of the total revised annual budget.

- Cafeteria Fund: SFE is reporting a net income of $154,079 for the year

- OPEB Trust Fund: Net realized and unrealized gains on investments total $629K year to date.

| | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| **GENERAL FUND REVENUES - FUND 141** | | | | | |
| **TISA REVENUE** | 39,015,016.00 | 3,866,273.30 | 35,587,967.18 | (3,427,048.82) | 91.22% |
| **SHELBY COUNTY GOVERNMENT** | | | | | |
| Property Taxes | 17,227,053.00 | 720,760.02 | 16,950,307.24 | (276,745.76) | 98.39% |
| Sales Tax | 10,200,016.00 | 765,265.29 | 7,089,281.53 | (3,110,734.47) | 69.50% |
| Wheel Tax | 1,403,882.00 | 192,709.74 | 1,528,911.73 | 125,029.73 | 108.91% |
| Mixed Drink Tax | | 90.95 | 1,842.77 | 1,842.77 | #DIV/0! |
| **CITY OF GERMANTOWN** | | | | | |
| Maintenance of Effort | 3,082,064.00 | 256,838.67 | 2,568,386.70 | (513,677.30) | 83.33% |
| PEG Funding | 97,500.00 | - | 41,411.64 | (56,088.36) | 42.47% |
| Mixed Drink Tax | 252,000.00 | 24,457.59 | 200,233.00 | (51,767.00) | 79.46% |
| **OTHER LOCAL REVENUE** | 1,241,000.00 | 80,534.05 | 729,346.32 | (511,653.68) | 58.77% |
| **TUITION** | 385,057.00 | 12,800.00 | 221,659.00 | (163,398.00) | 57.57% |
| **OTHER STATE REVENUE** | 3,230,537.20 | 144,865.49 | 1,751,908.25 | (1,478,628.95) | 54.23% |
| **TRANSFERS - INDIRECT COSTS** | 70,000.00 | - | - | (70,000.00) | 0.00% |
| **RESERVES** | **6,929,270.81** | - | - | (6,929,270.81) | 0.00% |
| **TOTAL GENERAL FUND REVENUES** | 83,133,396.01 | 6,064,595.10 | 66,671,255.36 | (16,462,140.65) | 80.20% |

| **GENERAL FUND EXPENDITURES - FUND 141** | | | | | |
|---|---|---|---|---|---|
| **71100 REGULAR INSTRUCTION** | **2025-26 FYTD Revised Bdgt** | **April 2026 Monthly Activity** | **2025-26 FYTD Activity** | **Unexpended Balance** | **2025-26 FYTD %** |
| Salaries & Wages | 27,179,587.00 | 2,211,073.42 | 20,361,635.16 | (6,817,951.84) | 74.92% |
| Benefits | 8,960,132.60 | 519,779.13 | 7,973,802.47 | (986,330.13) | 88.99% |
| Contract w/Priv. Agencies | 225,000.00 | 6,700.00 | 213,300.00 | (11,700.00) | 94.80% |
| Maint & Rep - Equipment | 12,000.00 | - | 6,999.45 | (5,000.55) | 58.33% |
| Travel | 2,500.00 | 285.19 | 2,130.31 | (369.69) | 85.21% |
| Other Contract Svcs | 1,165,165.00 | 146,138.91 | 948,943.55 | (216,221.45) | 81.44% |
| Inst. Supplies | 375,598.00 | 8,868.80 | 114,274.10 | (261,323.90) | 30.42% |
| Textbooks | 1,144,286.16 | - | 787,090.08 | (357,196.08) | 68.78% |
| Software | 488,000.00 | 351.06 | 422,282.01 | (65,717.99) | 86.53% |

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|---|---|---|---|---|---|
| Other Supplies | 153,500.00 | - | 150,678.67 | (2,821.33) | 98.16% |
| Inservice/Staff Dev. | 131,000.00 | - | 130,410.55 | (589.45) | 99.55% |
| Other Charges | 31,384.00 | - | 22,168.33 | (9,215.67) | 70.64% |
| Equipment | 1,131,704.11 | 49,387.38 | 900,293.09 | (231,411.02) | 79.55% |
| **TOTAL REGULAR INSTRUCTION** | 40,999,856.87 | 2,942,583.89 | 32,034,007.77 | (8,965,849.10) | 78.13% |

| 71150 ALTERNATIVE EDUCATION | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 276,300.00 | 22,425.56 | 212,760.37 | (63,539.63) | 77.00% |
| Benefits | 64,674.80 | 5,303.56 | 48,389.26 | (16,285.54) | 74.82% |
| Inst. Supplies | 1,000.00 | - | - | (1,000.00) | 0.00% |
| Equipment | 1,000.00 | - | - | (1,000.00) | 0.00% |
| **TOTAL ALTERNATIVE EDUCATION** | 342,974.80 | 27,729.12 | 261,149.63 | (81,825.17) | 76.14% |

| 71200 SPECIAL EDUCATION INSTRUCTION | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 5,393,240.00 | 424,140.29 | 4,052,104.60 | (1,341,135.40) | 75.13% |
| Benefits | 1,265,040.40 | 116,757.30 | 1,076,482.23 | (188,558.17) | 85.09% |
| Contract w/Priv. Agencies | 40,900.00 | 5,641.25 | 25,712.50 | (15,187.50) | 62.87% |
| Contracts for Sub Teachers | 1,000.00 | - | 1,000.00 | 0.00 | 100.00% |
| Noncertified Subs | 1,800.00 | - | 1,774.87 | (25.13) | 98.60% |
| Other Contract Svcs | 10,000.00 | - | 9,779.00 | (221.00) | 97.79% |
| Inst. Supplies | 28,900.00 | - | 28,900.00 | 0.00 | 100.00% |
| Equipment | 12,000.00 | 1,270.67 | 10,207.08 | (1,792.92) | 85.06% |
| **TOTAL SPECIAL EDUCATION INSTRUCTION** | 6,752,880.40 | 547,809.51 | 5,205,960.28 | (1,546,920.12) | 77.09% |

| 71300 CAREER & TECHNICAL EDUCATION | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 1,200,488.00 | 91,321.74 | 867,895.66 | (332,592.34) | 72.30% |
| Benefits | 292,292.60 | 21,930.07 | 201,847.16 | (90,445.44) | 69.06% |
| Maintenance & Repairs | 10,500.00 | - | 783.15 | (9,716.85) | 7.46% |

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|---|---|---|---|---|---|
| Inst. Supplies | 44,400.00 | - | 27,800.00 | (16,600.00) | 62.61% |
| Software | 10,000.00 | - | - | (10,000.00) | 0.00% |
| Other Supplies | 5,000.00 | - | 1,404.30 | (3,595.70) | 28.09% |
| Other Charges | 206,880.00 | - | - | (206,880.00) | 0.00% |
| Equipment | 607,404.00 | 70,251.94 | 125,380.70 | (482,023.30) | 20.64% |
| **TOTAL CAREER & TECHNICAL EDUCATION** | 2,376,964.60 | 183,503.75 | 1,225,110.97 | (1,151,853.63) | 51.54% |

| 72110 ATTENDANCE & PLANNING | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 697,357.00 | 57,815.66 | 565,741.62 | (131,615.38) | 81.13% |
| Benefits | 161,036.00 | 13,006.78 | 118,255.20 | (42,780.80) | 73.43% |
| Travel | 850.00 | 119.63 | 560.83 | (289.17) | 65.98% |
| Other Contract Svcs. | 45,000.00 | - | 40,679.25 | (4,320.75) | 0.00% |
| Other Supplies | 5,000.00 | 1,409.09 | 2,718.59 | (2,281.41) | 54.37% |
| Inservice/Staff Dev. | 26,700.00 | 3,974.33 | 14,885.65 | (11,814.35) | 55.75% |
| Other Charges | 37,000.00 | 6,816.84 | 28,528.19 | (8,471.81) | 77.10% |
| **TOTAL ATTENDANCE & PLANNING** | 972,943.00 | 83,142.33 | 771,369.33 | (201,573.67) | 79.28% |

| 72120 HEALTH SERVICES | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 600,965.00 | 49,205.50 | 458,187.62 | (142,777.38) | 76.24% |
| Benefits | 170,738.00 | 12,992.34 | 117,942.26 | (52,795.74) | 69.08% |
| Travel | 1,000.00 | - | 356.38 | (643.62) | 35.64% |
| Other Contract Svcs. | 1,000.00 | 150.00 | 810.00 | (190.00) | 81.00% |
| Other Supplies | 12,500.00 | - | 5,673.16 | (6,826.84) | 45.39% |
| Inservice/Staff Dev. | 7,500.00 | 1,992.93 | 5,726.94 | (1,773.06) | 76.36% |
| Other Charges | 7,500.00 | 300.83 | 5,725.46 | (1,774.54) | 76.34% |
| Equipment | 8,250.00 | 2,089.80 | 4,003.55 | (4,246.45) | 48.53% |
| **TOTAL HEALTH SERVICES** | 809,453.00 | 66,731.40 | 598,425.37 | (211,027.63) | 73.93% |

| 72130 OTHER STUDENT SUPPORT/GUIDANCE | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 1,577,567.00 | 123,679.58 | 1,181,817.23 | (395,749.77) | 74.91% |
| Benefits | 331,058.00 | 29,832.55 | 272,916.72 | (58,141.28) | 82.44% |
| Travel | 500.00 | 15.73 | 216.24 | (283.76) | 43.25% |
| Other Contract Svcs. | 46,000.00 | 1,650.00 | 7,062.00 | (38,938.00) | 15.35% |
| Other Supplies | 25,300.00 | - | - | (25,300.00) | 0.00% |
| Inservice/Staff Dev. | 63,869.00 | 3,287.45 | 20,002.92 | (43,866.08) | 31.32% |
| Other Charges | 70,000.00 | 495.00 | 69,311.50 | (688.50) | 99.02% |
| Other Equipment | 99,255.00 | - | 23,882.00 | (75,373.00) | 24.06% |
| TOTAL OTHER STUDENT SUPPORT/GUIDANCE | 2,213,549.00 | 158,960.31 | 1,575,208.61 | (638,340.39) | 71.16% |

| 72210 REGULAR INSTRUCTION SUPPORT | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 2,606,951.00 | 207,773.32 | 2,053,622.26 | (553,328.74) | 78.77% |
| Benefits | 572,145.40 | 46,592.71 | 473,137.03 | (99,008.37) | 82.70% |
| Consultants | 30,000.00 | - | 6,980.00 | (23,020.00) | 23.27% |
| Travel | 2,500.00 | 105.70 | 2,372.68 | (127.32) | 94.91% |
| Library Books/Media | 53,400.00 | - | 53,400.00 | 0.00 | 100.00% |
| Other Supplies | 13,610.98 | 1,090.27 | 9,211.14 | (4,399.84) | 67.67% |
| Inservice/Staff Dev. | 59,500.00 | 9,337.55 | 36,322.26 | (23,177.74) | 61.05% |
| Other Charges | 5,000.00 | 79.35 | 3,424.47 | (1,575.53) | 68.49% |
| Other Equipment | 6,013.47 | - | 2,985.63 | (3,027.84) | 49.65% |
| TOTAL REGULAR EDUCATION SUPPORT | 3,349,120.85 | 264,978.90 | 2,641,455.47 | (707,665.38) | 78.87% |

| 72220 SPECIAL EDUCATION SUPPORT | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 1,925,157.00 | 156,556.29 | 1,502,980.82 | (422,176.18) | 78.07% |
| Benefits | 452,073.40 | 36,503.57 | 336,167.54 | (115,905.86) | 74.36% |
| Contract w/Priv. Agencies | 11,000.00 | 1,283.20 | 9,677.77 | (1,322.23) | 87.98% |
| Evaluation & Testing | 15,868.00 | - | 15,868.00 | 0.00 | 100.00% |

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| Travel | 4,399.00 | 160.30 | 931.15 | (3,467.85) | 21.17% |
| Other Supplies | 10,101.00 | 77.85 | 3,927.33 | (6,173.67) | 38.88% |
| Inservice/Staff Dev. | 37,219.00 | - | 21,286.24 | (15,932.76) | 57.19% |
| Other Charges | 1,500.00 | 5.49 | 625.41 | (874.59) | 41.69% |
| **TOTAL SPECIAL EDUCATION SUPPORT** | 2,457,317.40 | 194,586.70 | 1,891,464.26 | (565,853.14) | 76.97% |

| 72230 CAREER & TECHNICAL SUPPORT | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Director/ Supervisor | 22,092.00 | 1,841.04 | 19,507.62 | (2,584.38) | 88.30% |
| Benefits | 5,665.00 | 466.80 | 4,697.29 | (967.71) | 82.92% |
| Other Supplies | 1,953.00 | - | - | (1,953.00) | 0.00% |
| Inservice/Staff Dev. | 4,000.00 | - | 941.59 | (3,058.41) | 23.54% |
| **TOTAL CAREER & TECHNICAL SUPPORT** | 33,710.00 | 2,307.84 | 25,146.50 | (8,563.50) | 74.60% |

| 72250 TECHNOLOGY | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 899,336.00 | 72,118.08 | 745,112.78 | (154,223.22) | 82.85% |
| Benefits | 263,093.00 | 18,180.74 | 176,162.51 | (86,930.49) | 66.96% |
| Communications | 93,400.00 | 5,255.21 | 51,939.03 | (41,460.97) | 55.61% |
| Consultants | 13,500.00 | - | 8,124.52 | (5,375.48) | 60.18% |
| Maintenance & Repairs | 62,805.25 | 4,612.85 | 30,133.47 | (32,671.78) | 47.98% |
| Internet Connectivity | 257,312.00 | 15,651.20 | 145,160.80 | (112,151.20) | 56.41% |
| Travel | 2,000.00 | 70.62 | 959.38 | (1,040.62) | 47.97% |
| Other Contract Svcs. | 70,000.00 | - | - | (70,000.00) | 0.00% |
| Office Supplies | 500.00 | 264.58 | 284.64 | (215.36) | 56.93% |
| Cabling | 22,143.00 | 464.96 | 21,829.39 | (313.61) | 98.58% |
| Software | 636,446.24 | 50,658.00 | 620,487.39 | (15,958.85) | 97.49% |
| Other Supplies | 27,769.00 | - | 5,021.51 | (22,747.49) | 18.08% |
| Inservice/Staff Dev. | 3,000.00 | - | 434.47 | (2,565.53) | 14.48% |
| Other Charges | 33,000.00 | 131.04 | 31,354.44 | (1,645.56) | 95.01% |
| Adm Equipment | 63,656.00 | - | 31,993.17 | (31,662.83) | 50.26% |

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|---|---|---|---|---|---|
| Other Equipment | 65,000.00 | - | 39,621.53 | (25,378.47) | 60.96% |
| **TOTAL TECHNOLOGY** | 2,512,960.49 | 167,407.28 | 1,908,619.03 | (604,341.46) | 75.95% |

| 72310 BOARD OF EDUCATION SERVICES | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 21,500.00 | - | 21,500.00 | 0.00 | 100.00% |
| Benefits | 58,645.00 | 401.49 | 24,599.71 | (34,045.29) | 41.95% |
| OPEB | 500,000.00 | - | 291,976.00 | (208,024.00) | 58.40% |
| Audit Services | 99,650.00 | - | 90,600.00 | (9,050.00) | 90.92% |
| Dues & Memberships | 21,000.00 | - | 18,694.00 | (2,306.00) | 89.02% |
| Legal Services | 180,350.00 | 11,397.75 | 105,285.18 | (75,064.82) | 58.38% |
| Other Supplies | 1,000.00 | 132.61 | 795.17 | (204.83) | 79.52% |
| Liability Insurance | 120,000.00 | - | 88,221.00 | (31,779.00) | 73.52% |
| Surety Bond Premium | 300.00 | - | 300.00 | 0.00 | 100.00% |
| Trustee Commissions | 474,619.00 | 21,967.72 | 409,084.46 | (65,534.54) | 86.19% |
| Workers' Compensation | 95,000.00 | 1,672.77 | 91,015.37 | (3,984.63) | 95.81% |
| Inservice/Staff Dev. | 20,000.00 | 1,397.15 | 18,030.50 | (1,969.50) | 90.15% |
| **TOTAL BOARD OF EDUCATION SERVICES** | 1,592,064.00 | 36,969.49 | 1,160,101.39 | (431,962.61) | 72.87% |

| 72320 OFFICE OF SUPERINTENDENT | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 476,562.00 | 37,880.24 | 383,894.40 | (92,667.60) | 80.55% |
| Benefits | 115,046.00 | 9,784.18 | 91,949.61 | (23,096.39) | 79.92% |
| Dues & Memberships | 9,500.00 | 65.85 | 4,299.55 | (5,200.45) | 45.26% |
| Postal Charges | 10,000.00 | 914.36 | 7,170.36 | (2,829.64) | 71.70% |
| Travel | 5,000.00 | - | 1,787.51 | (3,212.49) | 35.75% |
| Other Contracted Svcs. | 29,600.00 | 3,207.74 | 17,741.47 | (11,858.53) | 59.94% |
| Office Supplies | 20,000.00 | 194.18 | 6,160.22 | (13,839.78) | 30.80% |
| Other Supplies | 28,250.00 | 351.65 | 17,556.02 | (10,693.98) | 62.15% |
| Inservice/Staff Dev. | 21,200.00 | 665.17 | 11,179.33 | (10,020.67) | 52.73% |
| Other Charges | 1,000.00 | - | 710.23 | (289.77) | 71.02% |

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| **TOTAL OFFICE OF SUPERINTENDENT** | 716,158.00 | 53,063.37 | 542,448.70 | (173,709.30) | 75.74% |

| 72410 OFFICE OF PRINCIPAL | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 3,856,270.00 | 294,054.70 | 2,994,849.33 | (861,420.67) | 77.66% |
| Benefits | 879,170.00 | 71,221.79 | 668,288.46 | (210,881.54) | 76.01% |
| Other Supplies | 147,001.00 | - | 147,001.00 | 0.00 | 100.00% |
| Inservice/Staff Dev. | 12,000.00 | 1,035.52 | 4,171.34 | (7,828.66) | 34.76% |
| Other Charges | 16,500.00 | - | 16,175.00 | (325.00) | 98.03% |
| **TOTAL OFFICE OF PRINCIPAL** | 4,910,941.00 | 366,312.01 | 3,830,485.13 | (1,080,455.87) | 78.00% |

| 72510 FISCAL SERVICES | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 478,479.00 | 35,778.08 | 339,015.88 | (139,463.12) | 70.85% |
| Benefits | 128,935.00 | 9,368.22 | 80,061.40 | (48,873.60) | 62.09% |
| Dues & Memberships | 700.00 | 295.00 | 415.00 | (285.00) | 59.29% |
| Travel | 600.00 | - | 499.71 | (100.29) | 83.29% |
| Other Contract Svcs. | 10,000.00 | - | 3,197.59 | (6,802.41) | 31.98% |
| Office Supplies | 5,000.00 | 358.13 | 1,988.86 | (3,011.14) | 39.78% |
| Software | 85,000.00 | - | 9 80,085.89 | (4,914.11) | 94.22% |
| Inservice/Staff Dev. | 24,000.00 | 3,983.32 | 17,649.89 | (6,350.11) | 73.54% |
| Other Charges | 2,250.00 | - | 1,905.40 | (344.60) | 84.68% |
| Other Equipment | 1,500.00 | - | 449.00 | (1,051.00) | 29.93% |
| **TOTAL FISCAL SERVICES** | 736,464.00 | 49,782.75 | 525,268.62 | (211,195.38) | 71.32% |

| 72520 HUMAN RESOURCES | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 448,208.00 | 34,342.19 | 349,513.74 | (98,694.26) | 77.98% |
| Benefits | 99,344.00 | 7,328.75 | 70,942.72 | (28,401.28) | 71.41% |
| Dues & Memberships | 899.00 | - | 864.00 | (35.00) | 96.11% |
| Travel | 100.00 | - | - | (100.00) | 0.00% |

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| Other Contract Svcs. | 7,547.00 | - | 7,546.50 | (0.50) | 99.99% |
| Office Supplies | 2,000.00 | 597.09 | 1,316.74 | (683.26) | 65.84% |
| Software | 22,415.34 | - | 22,415.34 | 0.00 | 100.00% |
| Other Supplies | 1,200.00 | 38.32 | 51.78 | (1,148.22) | 4.32% |
| Inservice/Staff Dev. | 53,231.66 | 5,677.37 | 46,415.43 | (6,816.23) | 87.20% |
| Other Charges | 11,040.00 | 116.00 | 5,490.30 | (5,549.70) | 49.73% |
| **TOTAL HUMAN RESOURCES** | 645,985.00 | 48,099.72 | 504,556.55 | (141,428.45) | 78.11% |

| 72610 OPERATION OF PLANT | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 631,927.00 | 49,419.57 | 517,037.64 | (114,889.36) | 81.82% |
| Benefits | 195,072.00 | 15,030.46 | 142,405.48 | (52,666.52) | 73.00% |
| Janitorial Services | 1,450,000.00 | 117,001.24 | 1,066,790.76 | (383,209.24) | 73.57% |
| Other Contract Svcs. | 150,000.00 | 23,729.14 | 116,974.58 | (33,025.42) | 77.98% |
| Utilities | 1,250,000.00 | 79,444.94 | 1,078,080.34 | (171,919.66) | 86.25% |
| Property Insurance | 425,000.00 | - | 404,711.00 | (20,289.00) | 95.23% |
| Other Charges | 50,000.00 | 6,105.96 | 33,691.64 | (16,308.36) | 67.38% |
| Equipment | 5,000.00 | - | 1,933.14 | (3,066.86) | 38.66% |
| **TOTAL OPERATION OF PLANT** | 4,156,999.00 | 290,731.31 | 3,361,624.58 | (795,374.42) | 80.87% |

| 72620 MAINTENANCE OF PLANT | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 624,870.00 | 53,508.12 | 519,156.36 | (105,713.64) | 83.08% |
| Benefits | 158,442.00 | 11,824.94 | 114,110.33 | (44,331.67) | 72.02% |
| Maintenance & Repairs | 1,007,182.24 | 71,792.40 | 796,639.50 | (210,542.74) | 79.10% |
| Travel | 25,000.00 | 1,066.67 | 7,096.17 | (17,903.83) | 28.38% |
| Other Contract Svcs. | 10,000.00 | 585.00 | 8,254.62 | (1,745.38) | 82.55% |
| Office Supplies | 1,000.00 | 56.07 | 440.50 | (559.50) | 44.05% |
| Inservice/Staff Dev. | 10,000.00 | 229.61 | 2,038.96 | (7,961.04) | 20.39% |
| **TOTAL MAINTENANCE OF PLANT** | 1,836,494.24 | 139,062.81 | 1,447,736.44 | (388,757.80) | 78.83% |

| 72710 TRANSPORTATION | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Contracts w/Other Schools | 82,891.00 | 6,908.00 | 69,080.00 | (13,811.00) | 83.34% |
| Contracts w/Private Agencies | 1,900,000.00 | 159,680.97 | 1,314,852.77 | (585,147.23) | 69.20% |
| Diesel | 200,000.00 | 23,571.99 | 112,613.26 | (87,386.74) | 56.31% |
| **TOTAL TRANSPORTATION** | 2,182,891.00 | 190,160.96 | 1,496,546.03 | (686,344.97) | 68.56% |

| 72830 SCHOOL SAFETY | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Maintenance & Repairs | 3,000.00 | - | - | (3,000.00) | 0.00% |
| Office Supplies | 250.00 | - | - | (250.00) | 0.00% |
| Other Supplies & Materials | 500.00 | - | 240.80 | (259.20) | 48.16% |
| Inservice/Staff Dev. | 10,000.00 | 4,968.24 | 5,042.62 | (4,957.38) | 50.43% |
| Other Charges | 30,950.00 | 950.00 | 11,053.58 | (19,896.42) | 35.71% |
| Other Equipment | 55,000.00 | 48,000.00 | 48,000.00 | (7,000.00) | 87.27% |
| **TOTAL SCHOOL SAFETY** | 99,700.00 | 53,918.24 | 64,337.00 | (35,363.00) | 64.53% |

| 76100 REGULAR CAPITAL OUTLAY | 2025-26 FYTD | April 2026 Monthly | 2025-26 FYTD | Unexpended | 2025-26 |
|---|---|---|---|---|---|
| Architects | 568,416.74 | 5,170.00 | 480,959.03 | (87,457.71) | 84.61% |
| Oth Contracted Services | 194,702.00 | 21,909.00 | 125,869.59 | (68,832.41) | 64.65% |
| Transfer to Other Funds | 528,158.00 | - | 378,266.67 | (149,891.33) | 71.62% |
| Building Construction | 66,898.00 | - | 51,032.47 | (15,865.53) | 76.28% |
| Building Improvements | 1,342,656.78 | 35,125.34 | 798,203.23 | (544,453.55) | 59.45% |
| Other Capital Outlay | 733,137.84 | 46,063.10 | 587,158.69 | (145,979.15) | 80.09% |
| **TOTAL REGULAR CAPITAL OUTLAY** | 3,433,969.36 | 108,267.44 | 2,421,489.68 | (1,012,479.68) | 70.52% |
| **TRANSFERS TO CAFETERIA FUND** | 0.00 | - | - | 0.00 | 0.00% |
| **TOTAL GENERAL FUND EXPENDITURES** | 83,133,396.01 | 5,976,109.13 | 63,492,511.34 | (19,640,884.67) | 76.37% |

| | | | |
|---|---|---|---|
| **TOTAL GENERAL FUND BALANCE** | **0.00** | **88,485.97** | **3,178,744.02** |

| | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| **FEDERAL FUND REVENUES - FUND 142** | | | | | |
| Consolidated Admin | 78,700.00 | 6,399.74 | 61,334.11 | (17,365.89) | 77.93% |
| Title I, Part A | 1,205,426.00 | 121,616.57 | 690,948.12 | (514,477.88) | 57.32% |
| Title II, Part A | 165,900.00 | 19,413.53 | 100,155.80 | (65,744.20) | 60.37% |
| Title III | 27,460.00 | 4,696.22 | 24,476.45 | (2,983.55) | 89.13% |
| Title IV | 133,843.00 | 41,466.57 | 98,314.37 | (35,528.63) | 73.45% |
| CTE Perkins Basic | 66,780.00 | 129.00 | 55,491.12 | (11,288.88) | 83.10% |
| IDEA, Part B | 2,582,511.00 | 112,578.08 | 893,853.91 | (1,688,657.09) | 34.61% |
| IDEA Preschool | 27,508.00 | - | 19,865.95 | (7,642.05) | 72.22% |
| **TOTAL FEDERAL FUND REVENUES** | 4,288,128.00 | 306,299.71 | 1,944,439.83 | (2,343,688.17) | 45.34% |

| **FEDERAL FUND EXPENDITURES - FUND 142** | | | | | |
|---|---|---|---|---|---|
| **CONSOLIDATED ADM - 010** | **2025-26 FYTD Revised Bdgt** | **April 2026 Monthly Activity** | **2025-26 FYTD Activity** | **Unexpended Balance** | **2025-26 FYTD %** |
| Salaries & Wages | 55,235.00 | 4,602.58 | 46,025.80 | (9,209.20) | 83.33% |
| Benefits | 12,304.00 | 1,017.08 | 9,571.67 | (2,732.33) | 77.79% |
| Indirect Costs | 2,000.00 | - | - | (2,000.00) | 0.00% |
| Inservice/Staff Dev. | 8,461.00 | 120.35 | 5,076.91 | (3,384.09) | 60.00% |
| Other Equipment | 700.00 | 659.73 | 659.73 | (40.27) | 94.25% |
| **TOTAL CONSOLIDATED ADM** | 78,700.00 | 6,399.74 | 61,334.11 | (17,365.89) | 77.93% |

| **TITLE I, PART A - 100** | **2025-26 FYTD Revised Bdgt** | **April 2026 Monthly Activity** | **2025-26 FYTD Activity** | **Unexpended Balance** | **2025-26 FYTD %** |
|---|---|---|---|---|---|
| Salaries & Wages | 446,697.00 | 27,812.68 | 276,991.56 | (169,705.44) | 62.01% |
| Benefits | 110,639.00 | 6,440.49 | 60,159.98 | (50,479.02) | 54.38% |
| Travel/Mileage | 4,000.00 | - | - | (4,000.00) | 0.00% |
| Contracts for Sub Teachers | 48,282.00 | 2,967.00 | 18,253.50 | (30,028.50) | 37.81% |
| Other Contract Svcs. | 49,690.00 | - | - | (49,690.00) | 0.00% |
| Inst. Supplies | 121,010.00 | 7,650.81 | 74,730.60 | (46,279.40) | 61.76% |
| Software | 1,700.00 | - | 1,397.00 | (303.00) | 82.18% |
| Other Supplies & Materials | 4,600.00 | - | 122.48 | (4,477.52) | 2.66% |

| | | | | | |
|---|---|---|---|---|---|
| Indirect costs | 39,000.00 | - | - | (39,000.00) | 0.00% |
| Inservice/Staff Dev. | 281,528.00 | 45,933.97 | 193,845.85 | (87,682.15) | 68.85% |
| Other Charges | 5,829.00 | - | 817.78 | (5,011.22) | 14.03% |
| Regular Instruction Equipment | 85,875.00 | 30,096.46 | 58,060.05 | (27,814.95) | 67.61% |
| Other Equipment | 6,576.00 | 715.16 | 6,569.32 | (6.68) | 99.90% |
| **TOTAL TITLE I, PART A** | 1,205,426.00 | 121,616.57 | 690,948.12 | (514,477.88) | 57.32% |

| TITLE II, PART A - 200 | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 52,660.00 | 3,682.08 | 40,570.80 | (12,089.20) | 77.04% |
| Benefits | 11,348.00 | 811.70 | 8,118.28 | (3,229.72) | 71.54% |
| Contracts for Sub Teachers | 7,800.00 | 4,386.00 | 6,256.50 | (1,543.50) | 80.21% |
| Indirect Costs | 6,000.00 | - | - | (6,000.00) | 0.00% |
| Inservice/Staff Dev. | 88,092.00 | 10,533.75 | 45,210.22 | (42,881.78) | 51.32% |
| **TOTAL TITLE II, PART A** | 165,900.00 | 19,413.53 | 100,155.80 | (65,744.20) | 60.37% |

| TITLE III - 300 | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Instructional Supplies & Materials | 15,593.00 | - | 15,213.68 | (379.32) | 97.57% |
| Other Supplies & Materials | 300.00 | - | - | (300.00) | 0.00% |
| Inservice/Staff Dev. | 11,567.00 | 4,696.22 | 9,262.77 | (2,304.23) | 80.08% |
| **TOTAL TITLE III** | 27,460.00 | 4,696.22 | 24,476.45 | (2,983.55) | 89.13% |

| TITLE IV - 440 | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Contracts for Sub Teachers | 7,145.00 | 6,708.00 | 6,708.00 | (437.00) | 93.88% |
| Other Contract Svcs. | 15,000.00 | 13,700.00 | 13,700.00 | (1,300.00) | 91.33% |
| Instructional Supplies & Materials | 8,900.00 | - | 8,809.32 | (90.68) | 98.98% |
| Other Supplies & Materials | 23,670.00 | 1,543.07 | 8,528.96 | (15,141.04) | 36.03% |
| Inservice/Staff Dev. | 68,452.00 | 19,515.50 | 55,821.52 | (12,630.48) | 81.55% |
| Other Charges | 2,000.00 | - | - | (2,000.00) | 0.00% |
| Reg Instructionall Equipment | 8,676.00 | - | 4,746.57 | (3,929.43) | 54.71% |

| | | | | | |
|---|---|---|---|---|---|
| **TOTAL TITLE IV** | 133,843.00 | 41,466.57 | 98,314.37 | (35,528.63) | 73.45% |

| CTE PERKINS BASIC - 800 | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Contracts w/ Vehicle Owners | 5,239.00 | - | - | (5,239.00) | 0.00% |
| Contracts for Sub Teachers | 6,984.00 | 129.00 | 6,127.50 | (856.50) | 87.74% |
| Instructional Supplies & Materials | 2,250.00 | - | 115.96 | (2,134.04) | 5.15% |
| Software | 27,960.00 | - | 27,960.00 | 0.00 | 100.00% |
| Other Supplies | 9,504.00 | - | 8,699.00 | (805.00) | 91.53% |
| Inservice/Staff Dev. | 14,843.00 | - | 12,588.66 | (2,254.34) | 84.81% |
| **TOTAL CTE PERKINS BASIC** | 66,780.00 | 129.00 | 55,491.12 | (11,288.88) | 83.10% |

| IDEA, PART B - 900 | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Salaries & Wages | 876,000.00 | 73,999.97 | 584,550.06 | (291,449.94) | 66.73% |
| Benefits | 342,804.00 | 19,025.02 | 154,882.70 | (187,921.30) | 45.18% |
| Contracts W/Private Agencies | 102,159.00 | - | 5,850.00 | (96,309.00) | 5.73% |
| Evaluation & Testing | 45,000.00 | - | 4,773.55 | (40,226.45) | 10.61% |
| Maintenance & Repairs-Vehicles | 3,000.00 | - | - | (3,000.00) | 0.00% |
| Contracts for Sub Teachers | 12,000.00 | 1,234.59 | 9,208.62 | (2,791.38) | 76.74% |
| Noncertified Subs | 15,000.00 | 391.43 | 3,833.50 | (11,166.50) | 25.56% |
| Other Contract Svcs. | 40,000.00 | 4,358.75 | 8,580.00 | (31,420.00) | 21.45% |
| Fuel | 4,000.00 | 270.84 | 747.92 | (3,252.08) | 18.70% |
| Instr. Supplies | 215,000.00 | 3,130.69 | 19,778.09 | (195,221.91) | 9.20% |
| Other Supplies | 163,000.00 | - | 23,156.66 | (139,843.34) | 14.21% |
| Indirect costs | 20,000.00 | - | - | (20,000.00) | 0.00% |
| Vehicle Insurance | 1,000.00 | - | 252.43 | (747.57) | 25.24% |
| Inservice/Staff Dev. | 153,948.00 | 10,166.79 | 68,078.05 | (85,869.95) | 44.22% |
| Other Charges | 39,600.00 | - | 2,583.30 | (37,016.70) | 6.52% |
| Special Education Equipment | 100,000.00 | - | 7,579.03 | (92,420.97) | 7.58% |
| Other Equipment | 450,000.00 | - | - | (450,000.00) | 0.00% |
| **TOTAL IDEA, PART B** | 2,582,511.00 | 112,578.08 | 893,853.91 | (1,688,657.09) | 34.61% |

| IDEA PRESCHOOL - 910 | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| Other Contract Svcs. | 13,651.00 | - | 13,651.00 | 0.00 | 100.00% |
| Instr. Supplies | 3,903.00 | - | 440.95 | (3,462.05) | 11.30% |
| Indirect Costs | 877.00 | - | - | (877.00) | 0.00% |
| Inservice/Staff Dev. | 5,774.00 | - | 5,774.00 | 0.00 | 100.00% |
| Special Education Equipment | 3,303.00 | - | - | (3,303.00) | 0.00% |
| **TOTAL IDEA PRESCHOOL** | 27,508.00 | - | 19,865.95 | (7,642.05) | 72.22% |
| **TOTAL FEDERAL FUND EXPENDITURES** | 4,288,128.00 | 306,299.71 | 1,944,439.83 | (2,343,688.17) | 45.34% |
| **TOTAL FEDERAL FUND BALANCE** | - | - | - | | |

| | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| **SCHOOL NUTRITION FUND REVENUES - FUND 143** | | | | | |
| Lunch, Breakfast, A la Carte Sales | 1,561,259.00 | 200,409.75 | 1,445,541.90 | (115,717.10) | 92.59% |
| State Matching Funds | - | - | 16,020.46 | 16,020.46 | 0.00% |
| USDA School Lunch | 534,604.00 | 49,990.83 | 359,979.05 | (174,624.95) | 67.34% |
| USDA Breakfast | 45,650.00 | 6,414.06 | 44,904.04 | (745.96) | 98.37% |
| USDA Other | - | - | 130,018.87 | 130,018.87 | 0.00% |
| Other State Funds | - | - | - | - | 0.00% |
| Other Revenue | 7,296.00 | 2,972.00 | 8,174.15 | 878.15 | 112.04% |
| Other Federal Thru State Funds | 60,729.00 | - | - | (60,729.00) | 0.00% |
| **RESERVES** | | | | - | 0.00% |
| **TOTAL SCHOOL NUTRITION FUND REVENUES** | 2,209,538.00 | 259,786.64 | 2,004,638.47 | (204,899.53) | 90.73% |
| **CONTRACTED EXPENDITURES - FUND 143** | | | | | |
| Other Contracted Services - SFE | 1,908,052.37 | 199,126.08 | 1,774,304.62 | (133,747.75) | 92.99% |
| **DISTRICT EXPENDITURES - FUND 143** | | | | | |
| Maint and Repair - Equipment | 50,000.00 | - | 13,804.61 | (36,195.39) | 27.61% |
| UDSA Commodities | 138,074.00 | - | - | (138,074.00) | 0.00% |
| Other Supplies & Materials | 7,000.00 | - | 1,027.43 | (5,972.57) | 14.68% |
| Inservice/ Staff Development | 2,000.00 | - | 1,149.50 | (850.50) | 57.48% |
| Equipment | 100,000.00 | 40.90 | 60,272.93 | (39,727.07) | 60.27% |
| **TOTAL DISTRICT EXPENDITURES** | 297,074.00 | 40.90 | 76,254.47 | (220,819.53) | 25.67% |
| **TOTAL SCHOOL NUTRITION FUND EXPENDITURES** | 2,205,126.37 | 199,166.98 | 1,850,559.09 | (354,567.28) | |
| Excess/(Def) of Revenues over Expenditures | 4,411.63 | 60,619.66 | 154,079.38 | 149,667.75 | |
| Operating Transfer In | - | - | - | | |
| **SCHOOL NUTRITION FUND BALANCE** | **4,411.63** | **60,619.66** | **154,079.38** | | |

| | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| **CAPITAL IMPROV FUND REVENUES - FUND 177** | | | | | |
| County Commission | 2,500,000.00 | 245,356.55 | 2,208,208.95 | (291,791.05) | 88.33% |
| Transfers from City of Germantown | - | - | - | - | 0.00% |
| Interest Income | - | - | - | - | 0.00% |
| **RESERVES** | **1,450,613.64** | - | - | | 0.00% |
| **TOTAL CAPITAL IMPROV REVENUES** | 3,950,613.64 | 245,356.55 | 2,208,208.95 | (291,791.05) | 55.90% |
| | | | | | |
| **CAPITAL IMPROV FUND EXPENDITURES - FUND 177** | | | | | |
| Building Improvements | 3,950,613.64 | - | 950,613.64 | (3,000,000.00) | 24.06% |
| **TOTAL CAPITAL IMPROV EXPENDITURES** | 3,950,613.64 | - | 950,613.64 | (3,000,000.00) | 24.06% |
| | | | | | |
| **CAPITAL IMPROVEMENTS FUND BALANCE** | **(0.00)** | 245,356.55 | **1,257,595.31** | | |

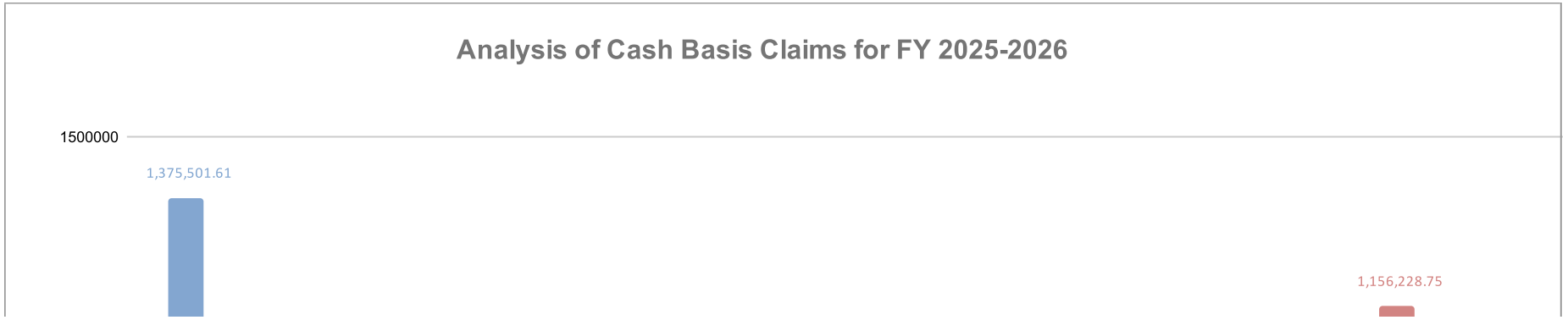
| | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| **OPEB TRUST FUND REVENUES - 210** | | | | | |
| Employer Contributions | 547,000.00 | - | 305,611.00 | (241,389.00) | 55.87% |
| Retiree Contributions | 96,000.00 | - | - | (96,000.00) | 0.00% |
| Interest and Dividend Income | 75,000.00 | 7,589.17 | 139,925.51 | 64,925.51 | 186.57% |
| Realized gain/(loss) on investments | - | 47,190.21 | 166,964.45 | 166,964.45 | 0.00% |
| Unrealized gain/(loss) on investments | 318,000.00 | 327,486.82 | 462,659.76 | 144,659.76 | 145.49% |
| Other Income | - | | - | - | 0.00% |
| **TOTAL OPEB TRUST FUND REVENUES** | 1,036,000.00 | 382,266.20 | 1,075,160.72 | 39,160.72 | 103.78% |
| **OPEB TRUST FUND EXPENDITURES - 210** | | | | | |
| Retiree Stipends | 120,000.00 | 13,650.00 | 132,750.00 | 12,750.00 | 110.63% |
| Medical Claims /Stop Loss Premiums | 600,000.00 | 78,809.15 | 474,900.92 | (125,099.08) | 79.15% |
| Administrative Expenses | 25,000.00 | 1,208.33 | 12,083.30 | (12,916.70) | 48.33% |
| Insurance Premiums | 40,000.00 | - | - | (40,000.00) | 0.00% |
| **TOTAL OPEB TRUST FUND EXPENDITURES** | 785,000.00 | 93,667.48 | 619,734.22 | (165,265.78) | 78.95% |
| **OPEB TRUST FUND BALANCE** | **251,000.00** | **288,598.72** | **455,426.50** | | |

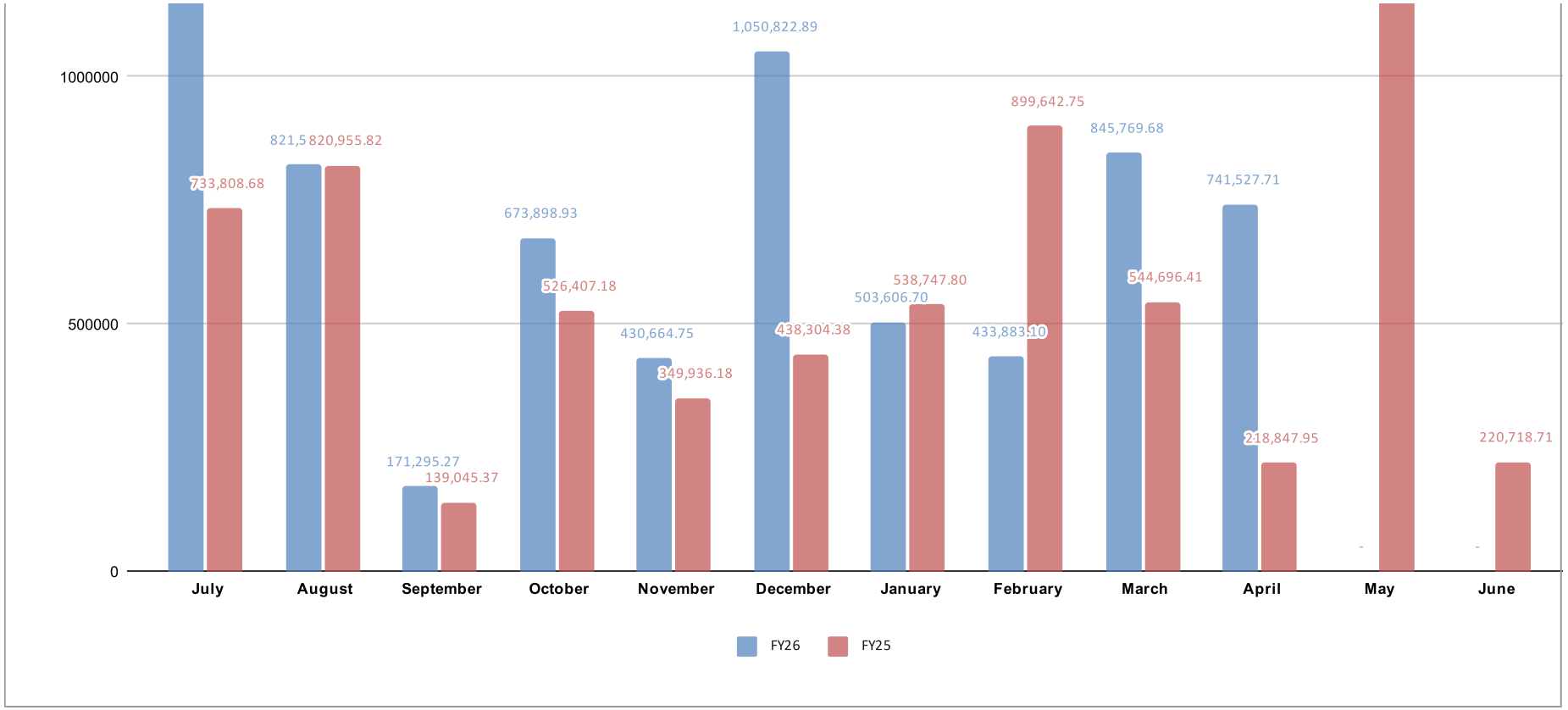
| | 2025-26 FYTD Revised Bdgt | April 2026 Monthly Activity | 2025-26 FYTD Activity | Unexpended Balance | 2025-26 FYTD % |
|---|---|---|---|---|---|
| **HEALTH INS FUND REVENUES - FUND 263** | | | | | |
| Employee Contributions | 2,203,215.00 | 223,123.46 | 1,902,458.26 | (300,756.74) | 86.35% |
| Employer Contributions | 7,175,360.00 | 390,773.92 | 6,638,761.49 | (536,598.51) | 92.52% |
| Other Income | 100,000.00 | - | 242,622.77 | 142,622.77 | 242.62% |
| Interest Income | - | - | 5,882.33 | 5,882.33 | 0.00% |
| **RESERVES** | **1,200,000.00** | - | 1,000,000.00 | (200,000.00) | 83.33% |
| **TOTAL HEALTH INS FUND REVENUES** | 10,678,575.00 | 613,897.38 | 9,789,724.85 | (888,850.15) | 91.68% |
| | | | | | |
| **HEALTH INS FUND EXPENDITURES - FUND 263** | | | | | |
| Medical Claims | 8,695,849.00 | 741,527.71 | 7,048,505.27 | (1,647,343.73) | 81.06% |
| Stop-Loss Premiums | 1,130,726.00 | 95,428.72 | 937,158.35 | (193,567.65) | 82.88% |
| Administrative Expenses | 312,000.00 | 24,282.16 | 259,611.72 | (52,388.28) | 83.21% |
| Other Contracted Services - Clinic | 540,000.00 | 32,017.04 | 394,921.85 | (145,078.15) | 73.13% |
| **TOTAL HEALTH INS FUND EXPENDITURES** | 10,678,575.00 | 893,255.63 | 8,640,197.19 | (2,038,377.81) | 80.91% |
| | | | | | |
| **HEALTH INSURANCE FUND BALANCE** | **-** | **(279,358.25)** | **1,149,527.66** | | |

## CASH BASIS HEALTH CLAIMS ANALYSIS

| MONTH | FY 26 Cash Basis Claims | FY 25 Cash Basis Claims |
|---|---|---|
| July | 1,375,501.61 | 733,808.68 |
| August | 821,534.63 | 820,955.82 |
| September | 171,295.27 | 139,045.37 |
| October | 673,898.93 | 526,407.18 |
| November | 430,664.75 | 349,936.18 |
| December | 1,050,822.89 | 438,304.38 |
| January | 503,606.70 | 538,747.80 |
| February | 433,883.10 | 899,642.75 |
| March | 845,769.68 | 544,696.41 |
| April | 741,527.71 | 218,847.95 |
| May | - | 1,156,228.75 |
| June | - | 220,718.71 |
| Y-T-D | 7,048,505.27 | 6,587,339.98 |

Monthly Avg Budgeted 724,654.08

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538,747.80
433,883.10
899,642.75
845,769.68
544,696.41
741,527.71
218,847.95
220,718.71
July
August
September
October
November
December
January
February
March
April
May
June
FY26
FY25

Germantown Municipal School District BALANCE SHEET All Funds As of Month Ending April 30, 2026

| | FUND 141 GENERAL PURPOSE | FUND 142 FEDERAL PROGRAMS | FUND 143 SCHOOL NUTRITION | FUND 177 CAPITAL PROJECTS | FUND 210 OPEB TRUST | FUND 220 FIXED ASSETS | FUND 263 HEALTH INSURANCE |
|---|---|---|---|---|---|---|---|
| **ASSETS** | | | | | | | |
| Cash and Cash Equivalents | 3,539,209.17 | (285,104.73) | 1,742,638.01 | 4,176,348.91 | 67,065.94 | - | 1,929,393.54 |
| Investments - LGIP | 21,494,647.56 | - | - | - | | - | 205,882.33 |
| Investments - Mutual Funds | - | - | - | - | 6,461,532.70 | - | - |
| Cash Clearing - School Activity | 5,000.00 | - | - | - | | - | - |
| CDARS - First Horizon | - | - | - | - | - | - | - |
| Accrued Interest | - | - | - | - | 163.23 | - | - |
| Accounts Receivable | - | - | - | - | - | - | - |
| Due from Other Govts | - | 306,299.71 | 56,404.89 | - | - | - | - |
| Due from City | - | - | - | - | - | - | - |
| Due from Schools | - | - | - | - | - | - | - |
| Due from Other Funds | 9,355.04 | - | - | - | - | - | - |
| Restricted Investments - SRT | 1,550,012.00 | - | - | - | - | - | - |
| Prepaid Expenses | 7,649.25 | - | - | - | - | - | - |
| Fixed Assets: | - | - | - | - | - | - | - |
| Land | - | - | - | - | - | 6,377,894.00 | - |
| Land Improvements | - | - | - | - | - | 1,970,270.25 | - |
| Buildings | - | - | - | - | - | 135,536,875.29 | - |
| Improvements | - | - | - | - | - | 8,591,516.28 | - |
| Equipment | - | - | - | - | - | 22,566,295.11 | - |
| Construction-in-Progress | - | - | - | - | - | 5,565,035.68 | - |
| Accumulated Depreciation | - | - | - | - | - | (41,074,124.75) | - |
| **ASSETS TOTAL** | 26,605,873.02 | 21,194.98 | 1,799,042.90 | 4,176,348.91 | 6,528,761.87 | 139,533,761.86 | 2,135,275.87 |
| **LIABILITIES** | | | | | | | |
| Accounts Payable | 105,728.98 | 21,194.98 | 199,157.38 | - | - | - | 1,417.00 |
| Accrued Expenses | 109,460.55 | - | - | - | - | - | 184,246.00 |
| Due to the City of Germantown | - | - | - | - | - | - | - |
| Due to Schools | - | - | - | - | - | - | - |
| Due to Other Funds | - | - | - | - | - | - | - |
| Unearned Revenue | 13,375.00 | - | 94,853.12 | - | - | - | - |
| **LIABILITIES TOTAL** | 228,564.53 | 21,194.98 | 294,010.50 | - | - | - | 185,663.00 |
| **FUND BALANCE** | | | | | | | |
| Change in Fund Balance | 3,178,744.02 | - | 154,079.38 | 1,257,595.31 | 455,426.50 | 3,576,127.30 | 1,149,527.66 |
| Beginning Fund Balance | 23,198,564.47 | - | 1,350,953.02 | 2,918,753.60 | 6,073,335.37 | 135,957,634.56 | 800,085.21 |
| Ending Fund Balance | 26,377,308.49 | - | 1,505,032.40 | 4,176,348.91 | 6,528,761.87 | 139,533,761.86 | 1,949,612.87 |
| **LIABILITIES AND FUND BALANCE TOTAL** | 26,605,873.02 | 21,194.98 | 1,799,042.90 | 4,176,348.91 | 6,528,761.87 | 139,533,761.86 | 2,135,275.87 |
| **VARIANCE** | (0.00) | 0.00 | - | - | 0.00 | - | - |

| Total |
|---|
| |
| 11,169,550.84 |
| 21,700,529.89 |
| 6,461,532.70 |
| 5,000.00 |
| - |
| 163.23 |
| - |
| 362,704.60 |
| - |
| - |
| 9,355.04 |
| 1,550,012.00 |
| 7,649.25 |
| - |
| 6,377,894.00 |
| 1,970,270.25 |
| 135,536,875.29 |
| 8,591,516.28 |
| 22,566,295.11 |
| 5,565,035.68 |
| (41,074,124.75) |
| **180,800,259.41** |
| |
| 327,498.34 |
| 293,706.55 |
| - |
| - |
| - |
| 108,228.12 |
| 729,433.01 |
| |
| 9,771,500.17 |
| 170,299,326.23 |
| 180,070,826.40 |
| |
| **180,800,259.41** |
| |
| |

**GMSD Special Called Board Meeting**
April 14, 2026 6:00 PM
Board Room, GMSD Office

**Board Members**

| | |
|---|---|
| Mr. Brian Curry: | Present |
| Mr. Andy Ellis: | Present |
| Mrs. Angela Griffith: | Present |
| Mr. Scotty Hendricks Jr.: | Present |
| Mr. Ryan Strain: | Present |

**Student Board Representative:**
Billy Gates

**In Attendance:**
Superintendent Jason Manuel
General Counsel Valerie Speakman
Board Secretary Jo Ellen Druelinger

**Call to Order**
Chairman Brian Curry called the meeting to order at 6:18 pm.

**BOARD ACTION ITEM: Approval of Houston High School Ceiling Tile/Grid/Light Replacement and Bathrooms Renovations Phase 2**
**Motion passed:** I move to approve GMSD bid number FY2026-002 in the amount of $1,999,500 for the Houston High School Ceiling Tile/Grid/Light Replacement and Bathroom Renovations Phase 2 Project and award the bid to A&B Construction Company, Incorporated., passed with a motion by Mrs. Angela Griffith and a second by Mr. Scotty Hendricks Jr..

| | |
|---|---|
| Mr. Brian Curry: | Yea |
| Mr. Andy Ellis: | Yea |
| Mrs. Angela Griffith: | Yea |
| Mr. Scotty Hendricks Jr.: | Yea |
| Mr. Ryan Strain: | Yea |

Yea: 5, Nay: 0

**Adjournment**
The meeting was adjourned with consensus at 6:34 p.m.

GERMANTOWN
MUNICIPAL SCHOOL DISTRICT
Inspiring Personal Excellence

| | |
|---|---|
| _____ | _____ |
| Chairperson | Date |
| _____ | _____ |
| Superintendent | Date |

**GMSD Board Business Meeting**
April 28, 2026, 6:00 PM
Board Room, GMSD Office, 3350 S Forest Hill Irene Road, Germantown, TN

**Board Members**

| | |
|---|---|
| Mr. Brian Curry: | Present |
| Mr. Andy Ellis: | Present |
| Mrs. Angela Griffith: | Present |
| Mr. Scotty Hendricks Jr.: | Present |
| Mr. Ryan Strain: | Present |

**Student Board Representative:**
Billy Gates

**In Attendance:**
Superintendent Jason Manuel
Board Secretary Jo Ellen Druelinger

1. **Call to Order**
   Chairman Brian Curry called the meeting to order at 6:02 p.m.

2. **Moment of Silence**
   Chairman Brian Curry called for a moment of silence.

3. **Pledge of Allegiance**
   Board member Scotty Hendricks, Jr. led the Pledge of Allegiance.

4. **Approval of Agenda**
   **Motion passed:** I move to approve the agenda as published by voice vote, passed with a motion by Mr. Brian Curry and a second by Mr. Ryan Strain.

| | |
|---|---|
| Mr. Brian Curry: | Yea |
| Mr. Andy Ellis: | Yea |
| Mrs. Angela Griffith: | Yea |
| Mr. Scotty Hendricks Jr.: | Yea |
| Mr. Ryan Strain: | Yea |

Yea: 5, Nay: 0

**5. Recognition and Awards**

GMSD nominees for Tennessee School Boards Association awards

- Sasha Djergovi, Student Achievement Award
- Joni Hester, School Volunteer Recognition Award

Superintendent Manuel recognized Houston High School rising senior Sasha Djergovi as GMSD's proposed nominee for the TSBA Student Achievement Award. Sasha was highlighted for her leadership and service, including founding "Hugs from Houston," a multi-state initiative engaging more than 150 student volunteers. She also serves as DECA president, has contributed to the growth of student organizations, maintains strong academic achievement, and represents GMSD as a student ambassador. Sasha was commended as an outstanding candidate for this recognition.

Next Superintendent Manuel recognized Joni Hester as GMSD's proposed nominee for the TSBA School Volunteer Recognition Award. Ms. Hester was commended for her exceptional service and leadership across multiple schools, including her roles in PTO leadership at Forest Hill Elementary and support of ESSE programs. She was also recognized for her significant impact with the Germantown Education Foundation, where she has served as board president and interim executive director, strengthening programs, increasing engagement, and expanding support for students and teachers. Her collaborative spirit, dedication, and commitment to serving all students were highlighted as key contributions to the district.

**6. REPORTS**

**A. TN Legislative Update**

Board member and TN Legislative Representative Andy Ellis presented the legislative update noting that the Tennessee General Assembly adjourned on April 23. Updates included the passage of an expansion to the state's voucher program, increasing participation to 35,000 students; proposals to further expand the program did not pass. Additionally, legislation was approved allowing outside service providers to operate within schools.

**B. Chairman's Report**

Chair Brian Curry presented his report highlighting member engagement in April, including attendance at student performances, such as *The Addams Family* at Houston High School, and participation in key district and community events, including the Germantown Education Foundation grant ceremony, Germantown Education Commission awards, and the Houston High Honors Academy celebration. Members also attended school-based events across the district, including fine arts programs, athletic competitions, PTO activities, and student recognitions, as well as community engagements such as a visit with Congressman David Kustoff.

Individual member activities included student mentorship, participation in Career Day, attendance at track meets and extracurricular events, and continued outreach with

constituents and community partners. In closing remarks, the Chairman reflected on the significance of the upcoming graduation season, noting the personal connection shared by several board members with graduating seniors and emphasizing that student success and graduation remain central to the Board's work.

**C. Financial Report**

Chief Financial Officer Stuart Reckord reported the Total Assets, Liabilities, and Fund Balances on the Balance Sheet for period ending March 31, 2026.

HEALTH INSURANCE FUND
Health claims totaled $845,769.68 for the month versus $742K budgeted, bringing year to date claims to $6.30 million. The claim expenses to date represent 73% of the total revised annual budget.

CAFETERIA FUND
SFE is reporting a net income of $93,459 for the year.

OPEB TRUST FUND
Year-to-date net realized gains and unrealized gains on investments total $256K.

**D. Superintendent's Report**

Superintendent Jason Manuel provided an overview of the proposed GMSD 26-27 General Funds Budget, previously presented during the work session. The Superintendent noted a projected $700,000 increase in revenue tied to adjustments in the state funding formula to support teacher salary requirements; however, this was offset by significant cost increases, making for a challenging budget year. Key expenditure drivers include approximately $800,000 for textbook adoption in social studies and CTE, increased health insurance costs totaling about $2.45 million in employer contributions, and an additional $700,000 for retirement (TCRS) rate increases. The district implemented approximately $3.7 million in budget reductions and operational adjustments, including staffing changes and the transition away from a contracted services model, to help offset rising costs. Despite these challenges, the budget includes a 2% cost-of-living increase for all staff, along with step increases where applicable. The Superintendent also noted adjustments to staffing ratios, continued alignment of expenditures for transparency, and a projected enrollment of approximately 5,800 students. Fund balance projections indicate reserves remaining near $20 million. Overall, the budget reflects efforts to balance fiscal responsibility while supporting staff and advancing the district's strategic priorities.

**7. Citizens to be heard**

There were no citizens to be heard at this time.

**8. CONSENT AGENDA**

**Motion passed:** I move to approve all the items in the Consent Agenda by voice vote, passed with a motion by Mr. Brian Curry and a second by Mr. Andy Ellis.

| | |
|---|---|
| Mr. Brian Curry: | Yea |
| Mr. Andy Ellis: | Yea |
| Mrs. Angela Griffith: | Yea |
| Mr. Scotty Hendricks Jr.: | Yea |
| Mr. Ryan Strain: | Yea |

Yea: 5, Nay: 0

**A. Approval of the Minutes**

**B. Revision of Policies - First Reading: 4.605 Graduation Requirements**

***First Reading — April 28, 2026***

***Second Reading —***

**C. Revision of Policies - Second Reading**

***First Reading — February 24, 2026***

***Second Reading — April 28, 2026***

**Revisions due to:**

1.704 Charter Schools — *State Board Rule Change*

2.804 Expenses & Reimbursements — *Change in Comptroller's Q & A's*

5.103 Substitute Teachers — *State Law Change*

**D. Miscellaneous FY 25-26 Budget Amendment #10: Civics Seal Grant Allocation**

Miscellaneous Budget Amendment #10

**E. Approval of the 2027-28 GMSD Instructional Calendar**

**9. BOARD ACTION ITEMS**

**A. GMSD FY 26-27 General Fund Budget 1st Reading**

**Motion passed:** I move to approve the GMSD FY 26-27 General Fund Budget 1st Reading, passed with a motion by Mr. Andy Ellis and a second by Mr. Scotty Hendricks Jr..

| | |
|---|---|
| Mr. Brian Curry: | Yea |
| Mr. Andy Ellis: | Yea |
| Mrs. Angela Griffith: | Yea |
| Mr. Scotty Hendricks Jr.: | Yea |
| Mr. Ryan Strain: | Yea |

Yea: 5, Nay: 0

**B. Nominations for TSBA Volunteer Recognition & Student Achievement Awards**

Sasa Djergovic (student) and Joni Hester (volunteer)

**Motion passed:** I move to approve Joni Hester for the TSBA School Volunteer Recognition Award and Sasa Djergovi for the TSBA Student Achievement Award, passed with a motion by Mrs. Angela Griffith and a second by Mr. Ryan Strain.

| | |
|---|---|
| Mr. Brian Curry: | Yea |
| Mr. Andy Ellis: | Yea |
| Mrs. Angela Griffith: | Yea |
| Mr. Scotty Hendricks Jr.: | Yea |
| Mr. Ryan Strain: | Yea |

Yea: 5, Nay: 0

**10. Announcements**

Chair Curry highlighted the upcoming spring concert season, encouraging the community to attend student performances, many of which will be held at the Germantown Performing Arts Center, and noted the high quality of the district's fine arts programs. It was also announced that seniors will participate in the annual Senior Walk tradition, visiting their former elementary and middle schools. He noted that graduation and the end of the school year are quickly approaching and reflected on a successful and fast-paced year for students and staff.

**11. Adjournment**

The meeting was adjourned with consensus at 6:54 p.m.

_____ _____

Chairperson Date

_____ _____

Superintendent Date

# Germantown Municipal School District

| Monitoring: | Descriptor Term: | Descriptor Code: | Issued Date: |
|---|---|---|---|
| **Review: Annually** | **Graduation Requirements** | **4.605** | **04/**/26**<br>**10/24/23**<br>**04/25/23**<br>**02/07/23** |
| | | Rescinds: **4.605** | Issued: **04/19/21** |

*General*

To meet the requirements for graduation, a student shall have attained an approved attendance, conduct and subject matter record which covers a planned program of education, and such record shall be kept on file in the high school.

The program of studies shall include areas required by the State Board of Education.

The courses which shall be required of all students in grades nine (9) through twelve (12) shall be in accordance with the Rules and Regulations of the State Board of Education.

**TRADITIONAL HIGH SCHOOL DIPLOMA REQUIREMENTS**

Before graduation, every student shall:

1. Achieve the specified twenty-two (22) units of credit;
2. Have satisfactory records of attendance and conduct;
3. Take the ACT, SAT examination, or other eleventh ($11^{th}$) grade post-secondary readiness assessment, as determined by the Tennessee Commissioner of Education, unless the student qualifies for a limited medical exception as defined by the Tennessee Department of Education; and
4. Take and pass a United States civics test.

Course Graduation Requirements:

| | |
|---|---|
| English | 4 credits |
| Mathematics | 4 credits |
| Science | 3 credits |
| Social Studies | 3 credits |
| Personal Finance | 0.5 credit |
| Wellness | 1 credit |
| Physical Education | 0.5 credit |
| World Language | 2 credits |
| Fine Arts | 1 credit |
| Elective Focus | 3 credits |

Students may not receive credit for courses in which the student was never enrolled.

Beginning with students who enroll in ninth (9th) grade in the 2024-2025 school year, or any subsequent school year, students must earn at least one (1) credit in computer science in high school;

1. Students may fulfill this requirement by substituting computer science for the student's fourth credit of mathematics, third credit of science, or an elective focus credit. Students may only use computer science as a substitution to fulfill one (1) credit in mathematics, or one (1) credit in science, or one (1) or more elective focus credits required for a traditional high school diploma.

2. Students who transfer from another state or country, or from a non-public school to a Tennessee high school during their twelfth (12th) grade year, are exempt from this requirement.

## SPECIAL EDUCATION STUDENTS

Special education students who earn the prescribed twenty-two (22) credit minimum shall be awarded a regular high school diploma.

Students who have received the below diplomas shall continue to make progress towards a regular high school diploma until the end of the school year in which they turn twenty-two (22) years old.

*Special Education Diploma*

A special education diploma shall be awarded to students who have not met the requirements for a regular high school diploma, but have:

1. Completed four (4) years of high school;
2. Made satisfactory progress on their IEP; and
3. Maintained satisfactory records of attendance and conduct.

*Occupational Diploma*

Special education students who do not meet the requirements for a regular high school diploma may be awarded an occupational diploma if the student has:

1. Completed at least four (4) years of high school;
2. Made satisfactory progress on his/her IEP;
3. Maintained satisfactory records of attendance and conduct;
4. Completed the occupational diploma Skills, Knowledge, and Experience Mastery Assessment (SKEMA); and
5. Has two (2) years of paid or non-paid work experience.

The decision to attain an occupational diploma shall be made at the conclusion of the student's 10th grade year or two (2) academic years prior to the expected graduation date.

*Alternative Academic Diploma*

Special education students who do not meet the requirements for a regular high school diploma may be awarded an alternate academic diploma if the student has:

1. Completed at least four (4) years of high school;
2. Participated in the high school alternate assessments;
3. Earned the prescribed twenty-two (22) credit minimum;
4. Made satisfactory progress on their IEP;
5. Maintained satisfactory records of attendance and conduct; and
6. Completed a transition assessment that measures postsecondary education and training, employment, independent living, and community involvement.
7. Take and pass a United States civics test.

The required credits may be earned either through the state-approved standards or through alternate academic diploma modified course requirements approved by the State Board of Education. A student who earns an alternate academic diploma shall continue to be eligible for services under IDEA until he or she receives a regular high school diploma or through the school year in which the student turns twenty-two (22).

~~7)~~ **INDUSTRY 4.0 DIPLOMA**

The Industry 4.0 distinction shall be noted on the transcripts of all students that fulfill the Industry 4.0 distinction requirements.

The requirements for receiving the Industry 4.0 Diploma distinction are as follows.

A. Before the end of the high school student's tenth ($10^{th}$) grade year, the student shall:

1. Notify the student's counselor or school principal of the student's intent to pursue an Industry 4.0 diploma distinction;

2. Provide the student's counselor or school principal with documentation signed by the student's parent or legal guardian indicating that the student's parent or legal guardian is aware of the requirements for the parent's or legal guardian's student to obtain an Industry 4.0 diploma distinction and consenting to the student's participation;

3. Register with a regional American Job Center or other career counseling or community partner approved by the student's school; and.

4. Enroll in at least one (1) work-based learning or dual enrollment course for the student's eleventh (11th) grade year.

B. Beginning in the student's eleventh (11th) grade year, a student pursuing an Industry 4.0 diploma distinction shall meet, no less than once per month, with a career coach who has been approved to provide career coaching services by the student's school. The career coach must:

1. Be an American Job Center career coach, a career coach from a career counseling or community partner approved by the United States Department of Labor's regional office for the state of Tennessee, or a licensed school counselor or an educator who holds a work-based learning certificate provided by the Department of Education; and

2. Meet, no less than once per month during the school year, with students assigned to the career coach by the student's school principal to assist students in:

   i. Developing the personal attributes required for success in the workforce, which include, but are not limited to, time management, networking, communication, teamwork, creative thinking, and conflict resolution;

   ii. Applying for dual enrollment grants or other available financial aid opportunities, including, but not limited to, grants and scholarships administered by the Tennessee Student Assistance Corporation;

   iii. Identifying the best combination of dual enrollment, work-based learning, and internship opportunities available to the student; and

   iv. Preparing for standardized assessments such as the ACT.

C. Before the end of the student's eleventh (11th) grade year, a student pursuing an Industry 4.0 diploma distinction shall enroll in work-based learning or dual enrollment courses for the student's twelfth (12th) grade year.

D. A student receiving an Industry 4.0 diploma distinction shall successfully complete all coursework required for graduation for their diploma type.

E. A student pursuing an Industry 4.0 diploma distinction may earn at least one (1) science credit and at least one (1) math credit through course substitutions approved by the State Board, including, but not limited to, dual enrollment and work-based learning courses that are aligned to a student's chosen career path. Work-based learning course substitutions may only fulfill a student's third (3rd) credit of science and/or fourth (4th) credit of math. Pursuant to State Board Rule 0520-01-03-.03, high schools shall accept dual enrollment courses as a substitution for an aligned graduation requirement course.

F. A student receiving an Industry 4.0 diploma distinction shall earn nine (9) credits of dual enrollment or work-based learning in grades nine (9) through twelve (12), which may be satisfied by the student's successful completion of dual enrollment coursework, work- based learning experiences, on-the-job training, or other mentorships or structured educational experiences that allow the student to apply the student's knowledge and skills in a work environment to develop an understanding of workplace expectations.

## STUDENT LOAD

All full-time students in grades 9-12 shall be enrolled each semester in subjects that produce a minimum of six units of credit for graduation per year. Students with hardships and gifted students may appeal this requirement to the superintendent and then to the Board.

## ~~EARLY GRADUATION~~ STATE EARLY GRADUATION: MOVE ON WHEN READY

A student pursuing early graduation through the Move on When Ready program shall complete an intent form available from the Department of Education and submit it to her or his high school principal and the Department of Education. Intent forms will be available in the counseling office of the high school and should be completed upon entry into the 9th grade. Applications will not be accepted for Move On When Ready later than May of the Sophomore year.

~~High school students shall be permitted to complete an early graduation program. Students intending to graduate early shall inform the school principal of this intent prior to the beginning of 9th grade or as soon thereafter as the intent is known.~~

In order to graduate early through Move on When Ready, students must meet the following requirements:

1. Earn required seventeen (17) credits;
2. Score on-track or mastered level for each required end-of-course exam;
3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
4. Meet the benchmark score of twenty-five (25) or higher on the mathematics portion of the ACT and twenty-five (25) or higher on the English portion of the ACT, or equivalent scores on the SAT;
5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
6. Complete at least two (2) types of the following courses:
    a. AP;
    b. IB;
    c. Dual enrollment;
    d. Dual credit.

## GMSD EARLY GRADUATION

A student pursuing early graduation through GMSD's early graduation must fulfill each of the following requirements:

1. Be in the fourth (4th) year of high school;
2. Meet the minimum standards established by the State Board of Education;
3. Meet the Traditional High School Diploma Requirements;
4. Submit an "Intent to Graduate Early" to their respective counselors prior to their senior year; and
5. Meet qualifications for the state definition of a "College and Career Readiness".

## GMSD EARLY GRADUATION DETAILS

1. The student's official date of graduation will be the last day of the term in which he/she meets all graduation requirements.
2. As a graduate, he/she will forfeit the right to participate in school activities, including participation in athletics and extracurriculars.
3. The students will be permitted to participate in graduation ceremonies at the end of the school year, provided that he/she participates in practice activities as required by the school.

1

Legal References

T.C.A. § 49-6-408
T.C.A. § 49-6-6001
T.C.A. § 49-6-6005
T.C.A. § 49-6-8103
T.C.A. § 49-6-8303
State Board of Education Policy 2.102
State Board of Education Policy 2.103
State Board of Education Rule 0520-01-03

## PREMIUM SUMMARY

| Line of Coverage | 2025/2026 | 2026/2027 | Change |
|---|---|---|---|
| **Property** | $404,711 | $424,274 | +$19,563 |
| **Workers Compensation** | $80,685 | $88,122 | +$7,437 |
| **Liability Total** | $93,763 | $90,943 | -$2,820 |
| *General Liability* | *$11,056* | *$16,845* | *+$5,789* |
| *Errors & Omissions* | *$75,514* | *$67,066* | *-$8,448* |
| *Automobile* | *$7,193* | *$7,032* | *-$161* |
| **Student Accident** | $21,453 | $22,962 | +$1,509 |
| **Total Premium** | **$600,612** | **$626,301** | **+$25,689** |

### Member Dividends

| Line | 2025/2026 | 2026/2027 |
|---|---|---|
| Property | $0 | $0 |
| Liability | $542 | $0 |
| Workers Compensation | $6,739 | $7,165 |
| **Total Dividends** | **$7,281** | **$7,165** |

# Germantown Board of Education

Insurance Summary — 2026

## PROPERTY COVERAGE

| Coverage | Limit / Detail |
|---|---|
| **Total Insured Values** | $242,439,124 |
| **Boiler & Machinery Limit** | $235,999,124 |
| **Computer Equipment** | $6,440,000 |
| **Mobile Equipment** | $916,375 |
| **Crime — Employee Dishonesty** | $500,000 |
| **Forgery & Alteration** | $150,000 |
| **Computer Fraud** | $150,000 |
| **Catastrophe Auto** | Included |
| **Deductible** | $25,000 \| $500 Transportation, EDP & Mobile Equipment \| $1,000 Crime |
| **Cause of Loss** | Special |
| **Adjustment** | Replacement Cost |
| **Flood Coverage** | $1,000,000 Per Occurrence & Annual Aggregate |
| **Earthquake** | $15,000,000 — Underground Excluded; 1% Deductible subject to $25,000 per location; Per Occurrence & Annual Aggregate |
| **Newly Acquired Property** | $1,500,000 |
| **Business Income** | $1,500,000 |
| **Extra Expense** | $1,500,000 |
| **Rental Income** | $500,000 |
| **Valuable Papers** | $250,000 |
| **Accounts Receivable** | $250,000 |
| **Consequential Loss** | $500,000 |
| **Builder's Risk** | $500,000 |
| **EDP Media & Software** | $100,000 |
| **Personal Effects** | $50,000 |
| **Pollutant Clean Up** | $50,000 |
| **Fine Arts** | $100,000 |
| **Debris Removal** | $500,000 |
| **Transit Coverage** | $250,000 |
| **Vandalism of Natural Grass Fields** | $100,000 |
| **Terrorism** | $500,000 Per Occurrence & Annual Aggregate |

## LIABILITY COVERAGES

| Coverage A — General Liability \| Coverage B — Personal Injury Liability | |
|---|---|
| **$300,000** | Per Person for Bodily Injury or Personal Injury (Tort Liability Act) |
| **$700,000** | Per Occurrence for Bodily Injury or Personal Injury (Tort Liability Act) |
| **$100,000** | Per Occurrence for Property Damage (Tort Liability Act) |
| **$5,000,000** | Per Occurrence for Each Other Loss |
| **$1,000 / $10,000** | Per Person / Per Accident for Medical Payment |
| **$500,000 / $1,000,000** | Per Person / Per Occurrence for Catastrophic Medical Expenses (Excess of Bodily Injury) |
| **$500,000** | Punitive / Exemplary Damage Sublimit |
| **$100,000** | Per Occurrence for Fire Damage |
| **Deductible: $**5,000 Per Occurrence | |

| Coverage C — Errors or Omissions Liability | |
|---|---|
| **$5,000,000** | Per Occurrence |
| **$5,000,000** | Per Occurrence / Policy Aggregate for Employment Practices Liability |
| **$1,000,000** | Per Occurrence / Policy Aggregate for Privacy / Network Liability |
| **$1,000,000** | Per Occurrence for Employee Benefits / Fiduciary Liability |
| **$100,000** | Per Occurrence for Non-Monetary Defense Costs |
| **Deductible: $**5,000 Per Occurrence | |

| Coverage D — Automobile Liability (Owned, Hired & Non-Owned Autos) | |
|---|---|
| **$300,000** | Per Person for Bodily Injury or Personal Injury (Tort Liability Act) |
| **$700,000** | Per Occurrence for Bodily Injury or Personal Injury (Tort Liability Act) |
| **$100,000** | Per Occurrence for Property Damage (Tort Liability Act) |
| **$5,000,000** | Per Occurrence for Each Other Loss |
| **$1,000 / $10,000** | Per Person / Per Accident for Medical Payment |
| **$500,000 / $1,000,000** | Per Person / Per Occurrence for Catastrophic Medical Expenses (Excess of Bodily Injury) |
| **$300,000** | Per Occurrence for Uninsured / Underinsured Motorist Coverage — Bodily Injury |
| **$100,000** | Per Occurrence for Uninsured / Underinsured Motorist Coverage — Property Damage |
| **Deductible:** $5,000 (not applicable to Underinsured Motorist coverage) | |

| Coverage E — Automobile Physical Damage (Specifically Described Autos) |
|---|
| 2019 Freightliner |
| 2017 GMC Savannah |
| 2023 Chevy Silverado |
| 2023 Chevy Silverado |
| 2024 GMC Sierra 1500 |
| 2024 GMC Sierra 1500 |
| 2020 Big Tex Utility Trailer |
| 2024 Chevy Silverado |
| **Deductible: $**500 Comprehensive \| $500 Collision |

## WORKERS COMPENSATION

| Coverage | Limit / Detail |
|---|---|
| **Workers Compensation** | Statutory |
| **Employers Liability** | $1,000,000 Each Accident \| $1,000,000 Disease Policy Limit \| $1,000,000 Disease Each Employee |

### Payroll Classification Detail

| Classification | 2025/2026 Payroll | 2026/2027 Payroll |
|---|---|---|
| Schools Professional | $47,045,988 | $44,483,996 |
| Schools All Other | $744,464 | $1,389,115 |
| GMSD Board Member | Included | Included |
| **Total Payroll** | **$47,790,452** | **$45,873,111** |

### Rating Factors

| Factor | 2025/2026 | 2026/2027 |
|---|---|---|
| Base Rate — Schools Professional | 0.201 | 0.211 |
| Base Rate — Schools All Other | 2.079 | 2.017 |
| Increased Limit Factor | 1.028 | 1.028 |
| Experience Mod Factor | 1.001 | 0.990 |
| Schedule Mod Factor | 0.805 | 0.805 |
| Deductible Factor ($1,000) | 0.900 | 0.900 |
| Three Year Policy Factor | 0.980 | 0.980 |

**AMENDMENT NUMBER ONE**

**THIS AMENDMENT ONE ("AGREEMENT"),** made and entered into as of the 8th day of April, 2026, by and between ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION, with principal offices at 12060 Arlington Trail, Arlington, Tennessee 38002, BARTLETT CITY SCHOOLS BOARD OF EDUCATION, with principal offices at 5705 Stage Road, Bartlett, Tennessee 38134, COLLIERVILLE SCHOOLS BOARD OF EDUCATION, with principal offices at 145 W. Poplar Ave., Collierville, Tennessee, 38017, GERMANTOWN MUNICIPAL SCHOOL DISTRICT BOARD OF EDUCATION, with principal offices at 3350 South Forest Hill Irene Road, Germantown, Tennessee 38138, and LAKELAND SCHOOL SYSTEM BOARD OF EDUCATION, with principal offices at 10001 Highway 70, Lakeland, Tennessee 38002, hereinafter collectively referred to as "CONSORTIUM," or individually as "DISTRICT" on the one hand, and DURHAM SCHOOL SERVICES L.P., with administrative offices at 27755 Diehl Rd., Warrenville, IL 60532, hereinafter called "CONTRACTOR."

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1. Pursuant to Article 1 of the Pupil Transportation Services Agreement dated March 9th, 2023, the parties hereby agree to exercise the first of two available renewal terms, extending the term from July 1, 2026, through June 30, 2027.

2. The transportation rates are defined in the attached Schedule A.

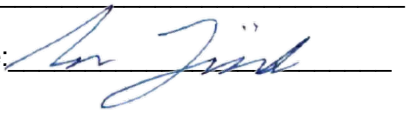
3. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

**DURHAM SCHOOL SERVICES, L.P.**

Name: Sara Lissick

Title: Chief Financial Officer Date: 4-10-26

Signature: 

[SIGNATURES CONTINUED ON NEXT PAGE]

**COLLIERVILLE SCHOOLS MUNICIPAL SCHOOL DISTRICT**

Name: _____

Title: _____ Date: _____

Signature:_____

**ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION**

Name: _____

Title: _____ Date: _____

Signature:_____

**BARLETT CITY SCHOOLS BOARD OF EDUCATION**

Name: _____

Title: _____ Date: _____

Signature:_____

**GERMANTOWN MUNICIPAL SCHOOL DISTRICT BOARD OF EDUCATION**

Name: _____

Title: _____ Date: _____

Signature:_____

**LAKELAND SCHOOL SYSTEM BOARD OF EDUCATION**

Name: _____

Title: _____ Date: _____

Signature:_____

**Alternate 2 Proposal**
**12 Year Max Fleet - Type D & Type C Buses on Gen Ed Routes**

**Purchasing Department**
**Collierville Schools**
**Administration Offices**
**145 West Poplar Avenue**
**Collierville, Tennessee 38017**

## STUDENT TRANSPORTATION SERVICES PRICING SHEET

Name / Contractor: Durham School Services, L.P.

| Rates | | | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 |
|---|---|---|---|---|---|---|
| Vehicle Type | Number of Vehicles | Number of Days Per Year | Cost Per Bus Per Day | Cost Per Bus Per Day | Cost Per Bus Per Day | Cost Per Bus Per Day *** |
| | | | | | | |
| **Regular Transportation** | | | | | | |
| 78 Passenger Type D (Double Route) | 45 | 175 | $360.70 | $375.13 | $390.14 | $405.75 |
| 78 Passenger Type D (Triple Route) | 69 | 175 | $422.95 | $439.87 | $457.46 | $475.76 |
| **No Child left behind** | 0 | 175 | N/A | N/A | N/A | N/A |
| **Special Education Transportation** | | | | | | |
| 19 Pass. (W/C units) - Double Routes | 9 | 175 | $382.09 | $397.37 | $413.26 | $429.79 |
| 19 Pass. (W/Cr units) - Triple Routes | 16 | 175 | $413.91 | $430.47 | $447.69 | $465.60 |
| Bus Assistants - Double Routes * | 9 | 175 | $138.63 | $144.18 | $149.95 | $155.95 |
| Bus Assistants - Triple Routes ** | 16 | 175 | $176.44 | $183.50 | $190.84 | $198.47 |
| **Misc. Transportation Programs** | | | | | | |
| Summer School | 15 | 18 | $382.09 | $397.37 | $413.26 | $429.79 |
| Summer School - Bus Assistants | 15 | 18 | $138.63 | $144.18 | $149.95 | $155.95 |
| Saturday School | 0 | 0 | N/A | N/A | N/A | N/A |
| | | | | | | |

* Hours in excess of 5.5 hours per monitors per day will be billed at $25.21 per hour and will increase by 4.0% annually.
** Hours in excess of 7.0 hours per monitors per day will be billed at $25.21 per hour and will increase by 4.0% annually.
*** 26/27 SY rates will be negotiated, we have assumed a 4.0% rate increase in the pricing above.

| | | | |
|---|---|---|---|
| Sports/Activity Trips | ***Cost Per Hour | $49.75 | |
| | ***Minimum Per Trip | $99.50 | |
| Mid-Day Shuttle | ***Cost per hour (1 Hr Min) | $49.75 | |
| | | | |
| | | | |
| Grand Total (Excludes Trips & Mid-Day) | | | $10,561,342.15 |

*** Rates will increase by 4.0% annually.

State your cost per $1,000.00 for Performance, Materials and Labor Bond, if required $ 5.40

# PUPIL TRANSPORTATION SERVICES AGREEMENT

**THIS AGREEMENT ("AGREEMENT"),** made and entered into as of the 9th day of March 2023, by and between ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION, with principal offices at 12060 Arlington Trail, Arlington, Tennessee 38002, BARTLETT CITY SCHOOLS BOARD OF EDUCATION, with principal offices at 5705 Stage Road, Bartlett, Tennessee 38134, COLLIERVILLE SCHOOLS BOARD OF EDUCATION, with principal offices at 145 W. Poplar Ave., Collierville, Tennessee, 38017, GERMANTOWN MUNICIPAL SCHOOL DISTRICT BOARD OF EDUCATION, with principal offices at 3350 South Forest Hill Irene Road, Germantown, Tennessee 38138, and LAKELAND SCHOOL SYSTEM BOARD OF EDUCATION, with principal offices at 10001 Highway 70, Lakeland, Tennessee 38002, hereinafter collectively referred to as "CONSORTIUM," or individually as "DISTRICT" on the one hand, and DURHAM SCHOOL SERVICES L.P., with administrative offices at 2601 Navistar Dr., Lisle, IL 60532, hereinafter called "CONTRACTOR."

**WITNESSETH:**

**WHEREAS,** CONSORTIUM and CONTRACTOR desire to enter in a new three-year contract for all pupil transportation services with CONSORTIUM;

**NOW, THEREFORE,** in consideration of the covenants hereinafter contained, the parties agree as follows:

## ARTICLE 1
## TERM

**Section 1.01.** The term of this AGREEMENT shall be for three (3) years, commencing July 1, 2023 and shall continue through June 30, 2026. This AGREEMENT shall include the option to extend for two (2) additional terms of one (1) year each, if acceptable by all parties, at a price agreeable by all parties.

## ARTICLE 2
## SCOPE OF THE SERVICES

**Section 2.01.** Utilizing school buses and radio equipment to be provided by CONTRACTOR, CONTRACTOR shall provide such personnel as are required to transport conveniently, safely and reliably all students designated by the DISTRICTS to be served under the provisions of this AGREEMENT. Such transportation shall include fulfilling CONSORTIUM'S needs for "Regular Home-to-School transportation," "Special Needs Home-To-School transportation (SPED)," Specialized and Exceptional Children School-to-School transportation," Supplemental Transportation, (collectively, the "Services"), as defined below:

"Regular Home-to-School transportation" shall mean the safe, convenient, and reliable transportation of any and all pupils who are designated by CONSORTIUM as eligible to be transported between schools or school-related activities and between school and home. Such transportation shall be provided for each and every day that school is convened and in accordance with school bus routes and schedules established by CONSORTIUM as provided hereunder.

"Special Needs Home-To-School transportation (SPED)" shall mean the safe, convenient, and reliable transportation of any and all students with disabilities who are designated by each DISTRICT to be transported between schools and between schools and home, and shall include the provision of vehicles necessary to accommodate all special needs designated by the Individual Education Plan ("IEP") of each student, including, but not limited to, lift equipment for students using mobility aids or wheelchairs, wheelchair securement equipment, seatbelt restraints, and child safety seats, pillows or pads. CONTRACTOR'S obligations shall be limited to equipment that can be transported safely and within prescribed governmental regulations. Such transportation shall be provided for each and every day that school is convened and in

accordance with school bus routes and schedules approved by the relevant DISTRCT as provided hereunder.

"Specialized Exceptional Children Transportation" shall mean the safe, convenient, and reliable transportation of gifted or vocational students between schools during the school day, and transportation for students impacted by state or federal law. Such transportation shall be provided for each and every day that school is convened and in accordance with school bus routes and schedules approved by CONSORTIUM as provided hereunder.

"Supplemental Transportation" shall mean the convenient, safe, and reliable transportation of any and all pupils or other authorized personnel as may be requested by each DISTRICT for field trips, excursions, athletic activities and any other transportation purpose designated by each DISTRICT, other than Regular, Special Needs Home-To-School transportation (SPED), or Specialized Exceptional Children Transportation. Except as otherwise provided herein, it is understood that utilization of CONTRACTOR'S services for Supplemental Transportation shall be optional by CONSORTIUM and that CONSORTIUM and its individual DISTRICTS shall be free to make other transportation arrangements if they so desire.

**Section 2.02.** The CONSORTIUM'S school year is governed by the school calendar adopted by each DISTRICT'S Board of Education and consists of a minimum of 175 days, in which school is required to be in session, and, optionally, summer school and extended school year sessions as scheduled by each DISTRICT.

CONTRACTOR shall provide transportation to each DISTRICT'S students on all school days as declared by each DISTRICT's Board of Education. If any DISTRICT declares a school day for only its special education services, the CONTRACTOR will be responsible for furnishing any required transportation to the special education schools at modified daily costs to the CONSORTIUM. CONSORTIUM shall provide CONTRACTOR a schedule and routes for both the regular school year and summer school sessions. If the actual number of operating days falls below 175 for any DISTRICT during any school year, then that DISTRICT agrees to pay 46% of the daily rate per day for every day less than 175 days. If either the number of days in service or the number of routes decreases by 5% or more, the CONTRACTOR has the right to request a renegotiation of rates; such request shall not exceed 2% of the contract rates.

**Section 2.03.** Supplemental Transportation shall be provided as scheduled in accordance with the provisions of Section 2.01, or upon request of each DISTRICT or a DISTRICT school administrator. CONTRACTOR shall notify the Transportation Charter Specialist in the Office of Student Transportation Services, in advance, of all Supplemental Transportation scheduled by it with CONSORTIUM schools.

**Section 2.04.** CONTRACTOR shall not permit anyone except assigned students, DISTRICT personnel, monitors or nurses, to be on a bus unless authorized in writing by School CONSORTIUM'S Director of Transportation. For the avoidance of doubt, the prohibition against unauthorized access includes parents of assigned students. Persons not assigned to ride on buses may be permitted to be transported by the CONTRACTOR'S buses if previously approved by the CONSORTIUM or the applicable DISTRICT. These passengers shall be approved on a case-by-case basis and the CONSORTIUM or DISTRICT will coordinate advance approval and notice prior to such use of CONTRACTOR'S buses.

**Section 2.05.** Notwithstanding any contrary statements in this Agreement or in any documents incorporated herein by reference, in the event any federal, state, local or other government body's statutes, laws, orders, rules, guidelines, or regulations require material changes to the scope of work or the bid specifications of the [Board/DISTRICT] (such as major scheduling, routing, or enrollment changes or additions of special needs or physically handicapped children, which require added transportation equipment), Contractor, upon written notice to Board, may request a renegotiation of the Agreement which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to the Agreement resulting from such renegotiations shall become effective on a mutually

agreed upon date. If the parties cannot come to an agreement, either party may terminate the Agreement at the conclusion of the then current school year upon ninety (90) days' notice.

**Section 2.06.** In the event market conditions dictate that employee wage increases are necessary, including adjustments for hazard pay required due to a state of emergency or other governmental action or legislative mandate - the DISTRICT agrees to enter into negotiations with the CONTRACTOR to mitigate the financial impact of any increased wages on the CONTRACTOR. In the event the DISTRICT and the CONTRACTOR cannot come to a mutual agreement, the CONTRACTOR has the right to terminate the Agreement at the conclusion of the then current school year. The CONTRACTOR will provide the DISTRICT with ninety (90) days written notice prior to termination.

## ARTICLE 3
## ROUTES AND SCHEDULES

**Section 3.01.** A route, as defined by the terms of this AGREEMENT, generally means the shortest distance necessary to transport a given group of students to and from a pick-up point nearest their homes and their designated attendance school and does include the distance from where the vehicle is garaged to the start of termination of its route. Route mileage is defined as mileage from first pick-up point to final discharge point.

**Section 3.02.** The CONSORTIUM will be responsible for planning all routes, stops and schedules. These routes are to be operated as scheduled by the CONSORTIUM'S Director of Transportation or approved representative ("Approved Representative"). Any changes necessitated to the route in timing, sequence, or bus capacity must be approved by the CONSORTIUM'S Transportation Department, in consultation with the CONTRACTOR as needed. The Transportation Department shall be made up of the Provider and its Transportation Personnel pursuant to the Interlocal Agreement for Student Transportation Assistance, which has been entered into among the DISTRICTS. All routes shall be designed consistent with each DISTRICT'S Board Policies and shall be designed to maximize efficiency and minimize costs to the CONSORTIUM. Generally, CONSORTIUM does not schedule vehicles to traverse, cross, or go over railroad tracks or crossings. In the event there is no alternative to crossing a railroad track, CONSORTIUM may schedule such crossing into a route. In no event, other than detours for reasons of safety, weather and/or street maintenance, shall CONTRACTOR transport students across a railroad track without approval by CONSORTIUM in advance. CONTRACTOR shall notify CONSORTIUM as soon as possible of any detours created by a traffic emergency.

**Section 3.03.** The CONSORTIUM will utilize the VersaTrans routing software system, but may occasionally make changes to the software provider. The CONTRACTOR shall be responsible for providing, at its cost, computers and necessary internet connections to allow access to the routing program in the CONTRACTOR'S office on a "read only" basis. Multiple use license costs shall be the responsibility of the CONSORTIUM.

**Section 3.04.** The CONTRACTOR currently utilizes the Zonar global positioning system ("GPS") on its vehicles, which is capable of interfacing with VersaTrans. The CONTRACTOR, at its sole cost and expense, will install Zonar GPS in all buses utilized in the performance of this contract. The CONSORTIUM and CONTRACTOR will work cooperatively to interface VersaTrans with CONTRACTOR'S GPS. The CONSORTIUM, at its sole cost and expense, shall be permitted "read only" access to CONTRACTOR'S GPS, including the capability to download reports or data, as necessary.

**Section 3.05.** CONSORTIUM will supply the name of CONSORTIUM employees assigned administrative responsibility for school routes at the beginning of each school year. The assigned persons must be completely familiar with the operation, school routes, drivers, equipment, and must be available to respond to questions regarding route operations. The assigned individuals must be available for contact from the time of dispatch of the first route throughout the completion of all routes for the day, and must be available for contact as emergency questions arise.

**Section 3.06.** Based on CONSORTIUM'S route design, CONSORTIUM will, for each route, furnish CONTRACTOR written route descriptions indicating streets or roads the school bus is to travel prior to the date Services are to be furnished, which route descriptions will revise as necessary. The CONTRACTOR will operate buses along the routes determined and scheduled by the CONSORTIUM.

**Section 3.07.** It is recognized that changes to routes, stops, time schedules, and pupil rosters happen frequently and may necessitate changes to routing schedules during the school year. Therefore, the CONSORTIUM reserves the right to make changes to any routes upon not less than three (3) business days' notice, unless otherwise provided for in this AGREEMENT. A shorter notice period may be required for the transportation of students determined to be homeless at any time during the school year. Both parties to this AGREEMENT agree to cooperate in revising the routes and trips as requested by CONSORTIUM during the school year to improve service, operating efficiencies or economy, and CONSORTIUM agrees that any changes made pursuant to this Section must accommodate CONTRACTOR'S existing fleet. No changes in regular routes or sets of routes may be made without prior approval by CONSORTIUM or its Approved Representative. Run changes and the effective date of changes will be provided to CONTRACTOR by CONSORTIUM'S Transportation Department. If the CONTRACTOR makes temporary route deviations for reasons of safety, weather and/or street maintenance or construction, the CONSORTIUM must be notified immediately via email and via telephone call to the affected DISTRICT'S Transportation representative. The CONSORTIUM will review any such deviations and determine whether the deviation is acceptable.

**Section 3.08.** Under no circumstances shall CONTRACTOR double up routes in the performance of the Services. To the maximum extent possible, all routes shall have the same driver in both the morning and afternoon. The CONTRACTOR will provide a schematic indicating the assigned driver's name, and the route number or bus number for such driver, prior to the start of school each year. CONTRACTOR shall provide an updated schematic on a monthly basis, indicating the permanent driver changes that are made. CONTRACTOR shall not assign drivers to Supplemental Transportation Services if the Supplemental Transportation Services conflict with the driver's scheduled regular and special education routes.

**Section 3.09.** Each bus used under this AGREEMENT will display the proper route designation when on scheduled runs or trips. The route designations will be securely attached to vehicles in locations approved by CONSORTIUM'S Transportation Department.

**Section 3.10.** All bus routes will conform to the schedule provided for each school. Buses will deliver students to all schools not more than 10 minutes after or more than 15 minutes before, the scheduled delivery time, or as requested by CONSORTIUM. In no case will a student be in transit in excess of 60 minutes, except upon approval of the CONSORTIUM. Supplemental Transportation must be conducted in accordance with the Supplemental Transportation Schedule, or as requested by CONSORTIUM or by each DISTRICT. For each occurrence of a no-show route the CONTRACTOR will not charge for the route or portion of the route that did not run. A route will be deemed a no-show if the bus arrives at campus and/or a bus stop more than thirty (30) minutes late, unless the lateness is caused by reasons outside of the control of CONTRACTOR, including but not limited, to road construction, weather, traffic, and delays caused by a DISTRICT.

**Section 3.11.** The CONSORTIUM or each DISTRICT reserves the right to notify the CONTRACTOR of reasonable changes in the starting and dismissal times of a school or schools, and the Services required by such changes shall be without additional charge except as provided for in this AGREEMENT. Reasons for such modifications include, but are not limited to:

(i) DISTRICT- wide mid-day dismissals when required;

(ii) Early dismissals, as per calendars provided by the CONSORTIUM or by each DISTRICT;

(iii) Late activity dismissals, as per published schedules;

(iv) Early dismissals of any DISTRICT'S schools for parent conferences, special events, emergencies, etc.; and

(v) Pick-ups and dismissals required during examination weeks.

Except in emergencies, CONSORTIUM or each DISTRICT, as appropriate, will give the CONTRACTOR three work days' notice of such changes. In emergency situations, CONSORTIUM will provide CONTRACTOR not less than one hour's notice of an amended schedule. Nonetheless, CONTRACTOR agrees to provide buses at locations designated for early dismissal at the times specified in the notice, but not later than one hour following receipt of notice if the specified pickup times are less than an hour from such notice.

**Section 3.12.** CONSORTIUM and CONTRACTOR shall monitor all routes and student loads assigned to each bus, and shall adjust routes, and loads as directed by CONSORTIUM. CONTRACTOR shall insure that routes are efficient and stops with no students are communicated to the CONSORTIUM immediately. The CONTRACTOR will assist in updating route information and operating times, performing ridership audits, and providing any other additional information deemed necessary by the CONSORTIUM.

**Section 3.13.** At a time established by the CONSORTIUM and the CONTRACTOR within (i) two weeks prior to the first day of Services under this AGREEMENT, or (ii) five days from the receipt of the routes from CONSORTIUM, whichever is the later to occur, each regular driver will make at least one (1) trial a.m. and p.m. run to include all stops assigned on the route. Trial runs must be operated during the typical a.m. and p.m. times to replicate common traffic issues and conditions. The CONTRACTOR will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the pupils, and the CONTRACTOR shall advise the CONSORTIUM of the same. CONTRACTOR must provide written verification of this trial run process to the CONSORTIUM within two business days following the trial runs. The cost of providing these mandated trial runs shall be at no additional charge to the CONSORTIUM and no billing for these runs shall occur.

**Section 3.14.** Except as otherwise provided in this AGREEMENT, no route changes are to be made by the CONTRACTOR without the written permission of the CONSORTIUM.

## ARTICLE 4
## VEHICLES

**Section 4.01.** In addition to the vehicles necessary to meet the scheduled needs, the CONTRACTOR is required to maintain a minimum of 10% of the total number of route buses of each DISTRICT as stand-by vehicles. CONTRACTOR must include in the stand-by fleet at least one of each type and pupil capacity of buses serving the CONSORTIUM. Stand-by vehicles will be maintained at a location that will insure that a stand-by vehicle can be dispatched within 20 minutes after notification to respond to an in-CONSORTIUM vehicle need. In the event of a mechanical failure or breakdown of any bus, CONTRACTOR agrees that a stand-by bus and driver will respond to the site of a breakdown for transfer of students. Drivers of stand-by vehicles must be able to operate the stand-by vehicles.

**Section 4.02.** CONTRACTOR will provide an annual inventory list of the vehicles used in the performance of this AGREEMENT at the beginning of each school year. The inventory list shall specify the make, model, manufacture date, vehicle identification number, and the rated passenger capacity, miles and type of each bus, including stand-by buses, used in the performance of the AGREEMENT. No deviations from this list shall be made unless the CONTRACTOR receives prior approval from the CONSORTIUM.

**Section 4.03.** CONTRACTOR will provide fleet for the term of this AGREEMENT including route buses plus a ten percent (10%) spare ratio.

**Section 4.04.** At a minimum, CONTRACTOR'S buses shall be equipped with:

(i) Child Check/No Child Left Behind systems or other demonstrated equivalent automated systems (currently Zonar). Approval of alternative equipment is the sole responsibility of the CONSORTIUM;

(ii) High back padded seats;

(iii) Flashing stop arms;

(iv) Two-way radios with band capacity sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the CONTRACTOR;

(v) For vehicles that transport students with disabilities, and all vehicles that travel outside of the radio coverage area, cellular telephones operated consistent with State laws;

**(vi)** Wheelchair lifts, car seats and safety harnesses required for students with disabilities;

(vii) Global Positioning System ("GPS") as specified and provided by CONTRACTOR;

(viii) Five (5) video surveillance cameras on every bus to capture, to the fullest extent possible, the students, the doorway, and the Driver. The video cameras must be operational at all times that the route is in progress.

**Section 4.05.** The CONTRACTOR shall also make available to CONSORTIUM or any relevant DISTRICT any video recorded on equipment installed on a bus. All camera use and viewing shall be consistent with the policies and procedures established by the CONSORTIUM and the individual DISTRICTS.

**Section 4.06.** All buses will be diesel fueled unless an exception is specifically approved by the CONSORTIUM.

**Section 4.07.** CONTRACTOR will maintain all school buses and related equipment in a safe, clean, and operable condition. CONTRACTOR will maintain records reflecting all maintenance and repair personnel who worked on each school bus. Every bus must pass any and all inspections and tests, and meet or exceed the standards, established by the laws and regulations of the State of Tennessee. CONSORTIUM will have the right at any time to inspect any equipment and maintenance records for purposes of assuring the CONTRACTOR'S compliance. CONTRACTOR will provide monthly reports summarizing the repairs made to the vehicles and related equipment. If Transportation Department determines that a bus used in the performance of the Services is in unsatisfactory condition, CONTRACTOR agrees to take the bus out of service until it has been brought up to operating standards and has been inspected and approved by an individual authorized by CONSORTIUM.

**Section 4.08.** CONTRACTOR will have a full maintenance program in effect which is either performed by their own trained employees or contracted with an outside maintenance provider. The maintenance program will include as a minimum:

(i) Daily Pre-Trip inspections done in accordance with TDOT guidelines. CONTRACTOR will maintain a file of such inspection forms throughout the school year and provide copies to the CONSORTIUM upon request.

(ii) Post-Trip inspection to identify any students left on the bus, including identification and return of any student to the appropriate stop.

**Section 4.09.** Unless otherwise agreed, CONTRACTOR will pay all expenses of transportation including, but not limited to, all maintenance, motor oil, lubricants, repair, and replacement expenses. Pursuant to Article 10, CONSORTIUM will provide all fuel pursuant to this contract.

**Section 4.10.** No bus used to perform this Agreement shall be older than twelve (12) years old. Under a previous agreement with CONSORTIUM, CONTRACTOR purchased 116 new buses ("New Buses"). The fleet of buses used to perform this Agreement shall consist of 22 type C wheel chair, C.E. White seat SS-CR or equivalent and air conditioning equipped special needs buses. CONTRACTOR agrees that all of the New Buses will remain in the fleet that services the CONSORTIUM under this Agreement, unless said bus is retired from service. All buses purchased or used to replace a bus during the term of this Agreement shall be of the same type. Type "D" buses shall be replaced with Type "D" and Type "C" buses shall replace Type "C" and shall be equipped with working air conditioning.

## ARTICLE 5
## INCLEMENT WEATHER/SCHOOL CLOSING

**Section 5.01.** If CONSORTIUM or any DISTRICT cancels any Services due to inclement weather, such as, but not limited to, snow, ice, or safety; or other emergency situations, such as, but not limited to, infectious disease control purposes or, regrouping after a violent attack on a student or teacher; pursuant to Section 4 of this AGREEMENT, CONTRACTOR will invoice CONSORTIUM or that DISTRICT, as appropriate, and CONSORTIUM or the DISTRICT agrees to pay a sum equal to 46% of the daily charges (to cover fixed costs) for each day Services are cancelled. CONSORTIUM or each DISTRICT shall have the option to cancel any scheduled trips upon notification to CONTRACTOR at least two (2) hours prior to the time of the departure from the overnight parking area.

**Section 5.02.** In the event of questionable road conditions, a CONSORTIUM or DISTRICT representative, with the advice and assistance of CONTRACTOR'S Director of Transportation, shall determine whether roads are passable and safe.

## ARTICLE 6
## FORCE MAJEURE

**Section 6.01.**

In the event CONTRACTOR is unable to provide transportation services herein specified because of any act of God, pandemic, epidemic, civil disturbance, fire, inclement weather, impassable roads, riot, war, picketing, strike, labor unrest, governmental action or any condition or cause beyond CONTRACTOR'S control, CONSORTIUM shall excuse CONTRACTOR from such performance. CONSORTIUM shall have the right to take over the operation of the school buses if CONTRACTOR is prevented from operating for the reasons described above, whether such school buses are supplied by CONTRACTOR or CONSORTIUM and may operate such school buses with school employees or other persons holding a Commercial Driver's License and such other licenses and qualifications as required by law as CONSORTIUM may deem appropriate until CONTRACTOR is able to resume its regular operations. CONSORTIUM during such operation shall maintain insurance at the levels set forth in this AGREEMENT to protect CONTRACTOR'S property. CONSORTIUM shall pay CONTRACTOR for the use of such school buses the compensation which would be incurred in securing the services of operating personnel and other such costs of operation; provided, however, that CONSORTIUM'S deduction of such costs and expenses shall not exceed the difference between the total compensation paid to CONTRACTOR for such school buses less CONTRACTOR'S fixed costs of operation. In the event that CONSORTIUM does not operate such school buses with its own personnel, as provided above, the compensation paid CONTRACTOR shall be reduced by the amount which would otherwise be payable with respect to the number of days during which the failure of performance continues. DISTRICT shall not be allowed to levy any damages or penalties, liquidated or otherwise, during the time and to the extent that CONTRACTOR is prevented from performing; and likewise, neither the CONSORTIUM nor the DISTRICT shall be required to pay CONTRACTOR if CONTRACTOR is prevented from performing.

## ARTICLE 7
## PERSONNEL

**Section 7.01.** CONTRACTOR will furnish Drivers for all of the buses used in providing transportation service. All Drivers will be qualified, competent, and trained in the operation of the buses they drive and in dealing with and handling students. All Drivers will have a Commercial Driver's License and such other licenses and qualifications as required by law. Each Driver will have a certified safe driving record and will have no felony convictions of any kind. Drivers cannot have been convicted of any offense listed in T.C.A. §49-5-413. CONTRACTOR will maintain current copies of Bureau of Motor Vehicle abstracts, conviction record transcripts (if not already on file with the CONSORTIUM), references on all Drivers, and provide summaries of these documents to the CONSORTIUM upon request. Copies of the current driving abstracts of all Drivers will be provided to the CONSORTIUM

**Section 7.02.** CONTRACTOR must provide all applicants with equal job opportunities on public contracts and prohibit discrimination against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. All CONTRACTOR solicitations and advertisements for employees will include the equal opportunity statement listed above.

**Section 7.03.** CONTRACTOR is required to submit a complete listing of bus Drivers along with their names and Drivers' license numbers (including endorsements), and addresses to the Transportation Department no later than the first Monday of August, or at least two (2) weeks before school starts, whichever is earlier, of each year of this AGREEMENT, and will update the listing upon employment of additional drivers. All terminations of employment by CONTRACTOR must be reported to the CONSORTIUM'S Transportation Department within two (2) business days of such terminations. CONTRACTOR must return to the CONSORTIUM'S Transportation Department the Certificates of Drivers who leave CONTRACTOR including an explanation for the departure. CONTRACTOR may not list employees such as dispatchers or mechanics as Drivers unless they are licensed and certified to operate a school bus.

**Section 7.04.** A summary of the physical examination form showing fitness for duty, the Tennessee Bureau of Motor Vehicles Driving Abstract, a current CONSORTIUM background report (if not already on file with the CONSORTIUM), and a pre-employment drug screen must be submitted for all new Driver applicants. Bureau of Motor Vehicle Driving abstracts must be obtained by CONTRACTOR every six (6) months.

**Section 7.05.** At no time may an individual drive a school bus prior to having met all of the standards established in this AGREEMENT. All Drivers must:

(i) Be fit for duty and able to complete the essential functions of their jobs.

(ii) Understand and speak English with proficiency.

(iii) Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions which would limit safe operation of a school bus (the medical examination shall be conducted prior to employment and as required by law thereafter).

(iv) Be trained in the operation of school buses and have knowledge of transportation laws and regulations prior to testing by the Tennessee Highway Patrol.

(v) Hold a current Tennessee Commercial Driver's License with school bus and passenger endorsement in the appropriate vehicle class.

(vi) Meet all factors concerning driver eligibility required by CONTRACTOR.

(vii) Have a driving certificate issued by the State of Tennessee. A TEMPORARY CERTIFICATE IS NOT ACCEPTABLE without CONSORTIUM approval. This certificate must be evidenced by a driving endorsement on the employee's driver's license.

(viii) Successfully complete CONTRACTOR'S Driver Training Program.

Maintain a professional demeanor including a clean, neat appearance. Drivers are expected to dress in a designated uniform consistent with CONSORTIUM standards and CONTRACTOR'S dress code policy. Minimum uniform standards will be defined prior to the start of each school year, and within thirty (30) days of new hire, every CONTRACTOR employee assigned to the CONSORTIUM shall receive two collared shirts and one cap (optional, but the only cap allowed), embroidered with the CONTRACTOR'S name and/or logo. The CONTRACTOR shall pay for the above items. The drivers will be responsible for providing and wearing one color (black, navy or tan) pants to complement the CONTRACTOR-provided shirt. This shirt and pants combination will serve as the driver uniform for the CONSORTIUM. Drivers may wear white or black turtlenecks under the uniform during the winter months. Specifically excluded are:

a. Sleeveless shirts or Tank Tops

b. Short shorts or short skirts or dresses. All shorts, skirts, and dresses must touch the knee.

c. T-shirts or hats with inappropriate language or slogans.

d. Inappropriate footwear such as open-toed shoes or sandals.

(ix) Visibly wear, at all times when driving or on CONSORTIUM property, a photo identification badge issued by CONTRACTOR.

**Section 7.06.** CONTRACTOR is responsible for ensuring that new Drivers meet all of the qualifications for school Bus Drivers as prescribed in this AGREEMENT. All new Drivers must be accompanied by an experienced Driver for a minimum of two days prior to driving solo. CONTRACTOR is responsible for assuring that new Drivers are competent and capable of operating their vehicles, particularly pick up and drop off procedures and managing students, prior to permitting the Driver to drive solo. At no time may a Driver who is not fully qualified as a Bus Driver transport children.

**Section 7.07.** All employees of CONTRACTOR coming into contact with students shall be fit for duty as required by law and able to complete the essential functions of their jobs. CONTRACTOR shall do everything reasonably possible to assure such qualities in its personnel. Swearing, vulgarity, undue familiarity, rowdiness, and gambling or any other unbecoming acts which might have a detrimental effect on the students shall be prohibited. CONTRACTOR shall not allow any person to drive a school bus who is not in a condition of mental and emotional stability. CONTRACTOR shall prohibit the use of controlled substances in the workplace (including prescribed medications), the uses of which might impair the safe conduct of CONTRACTOR'S business.

**Section 7.08.** Drivers assigned to transport students with disabilities, and students attending early intervention programs, will be given special training in the techniques of transporting such students. The CONSORTIUM and each DISTRICT reserve the right to place their own personnel on CONTRACTOR'S buses to assist students for physical, emotional, or disciplinary reasons. CONTRACTOR shall have no obligation to administer any medical treatment to any students.

**Section 7.09.** Drivers will not:

(i) Wear headphones while driving a route.

(ii) Use personal cellular or smart phones, including hands-free and wireless devices, or other portable communication devices either while the bus is in motion or while the driver is supervising the loading or unloading of students.

(iii) Act in or engage in any behavior prohibited by law or CONSORTIUM or DISTRICT policies or procedures.

(iv) Except as otherwise provided for in this AGREEMENT, deviate from the routes unless authorized by the CONSORTIUM'S Director of Transportation or an Approved Representative.

(v) Back up buses on school property without adult supervision.

(vi) Idle diesel engines in excess of 5 minutes in school loading or unloading zones, except when needed to operate a wheelchair lift or to cool or heat buses for the convenience of the students.

(vii) Unless specifically waived by a parent in writing and communicated to CONTRACTOR, release any Pre-Kindergarten, kindergarten, or students with disabilities at a bus stop where there is no parent or designated guardian available to receive the student. In such event, Driver must contact the CONTRACTOR'S GM, provide the student's name, route number, and pickup location, and await instructions. The CONSORTIUM'S Standard Operating Procedure is to return the students to their pickup location at the completion of the route. In certain circumstances, the Driver will be instructed to drop off the student at an alternative location.

**Section 7.10.** CONTRACTOR must comply with all requirements of the Comprehensive D.O.T. Drug and Alcohol Testing Program as required by 49 CFR, Parts 40, 382, 391 and 392 and all bus Driver applicants must submit to a drug screen test prior to employment. At CONTRACTOR'S expense, "for cause" drug or alcohol testing as described in 49 C.F. R. Part 382 may be required at the discretion of the CONSORTIUM. Reports of "for cause" testing and the test results will be hand-delivered or faxed to the CONSORTIUM.

**Section 7.11.** CONTRACTOR will not provide or assign to CONSORTIUM any Drivers that it knows has been convicted of driving under the influence of alcohol or a prohibited substance within the past seven (7) years (or in accordance with CONTRACTOR'S policy, if more stringent). Any person who reports to drive a bus under the influence of drugs or alcohol will be removed immediately as a Driver for CONSORTIUM and will be removed from driving responsibilities pertaining to this Agreement. The use of stimulants, sedatives or any other substance, which will affect the bus Driver's judgment and driving ability during his/her route, is also prohibited.

**Section 7.12.** Any driver who refuses to participate in drug and/or alcohol testing or fails a drug test will be removed immediately as a driver for CONSORTIUM, reported to the CONSORTIUM within 24 hours and disciplined in accordance with CONTRACTORS policies up to and including termination. Such report will be hand delivered or faxed to the CONSORTIUM. CONTRACTOR must utilize a certified testing laboratory to document compliance with drug and alcohol policies.

**Section 7.13.** CONTRACTOR agrees that during the term of this AGREEMENT, any drug/alcohol testing program mandated by a Federal or State agency having regulatory authority and any additional testing established by the CONSORTIUM will become part of this AGREEMENT as if written herein.

**Section 7.14.** CONTRACTOR shall ensure that all of its employees who provide pupil transportation shall have first undergone and passed a criminal background check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation as required by T.C.A. §49-5-413. The CONTRACTOR will be invoiced by the CONSORTIUM at the then current rate established by the State for each employee fingerprinted (subject to price increases). No driver shall be allowed to drive until cleared to do so by the CONSORTIUM's Transportation Department. The CONTRACTOR shall not employ any person that has a criminal record check that indicates that such person has been convicted of an offense that, after July 1, 2007, is classified as a sexual offense or a violent sexual offense, as defined by Tennessee Code Annotated § 40-39-202, to perform Services under this AGREEMENT. CONTRACTOR will replace any bus Driver whose credentials check reveals violations such as a suspended Tennessee Commercial Driver's License, an expired School Bus Operator's Certificate, or false or illegally certified Certificate of Completion; said discovery will be reported immediately to CONSORTIUM by the CONTRACTOR.

**Section 7.15.** CONTRACTOR will promptly investigate all complaints of improper conduct on the part of any of its Drivers and will report the complaint and the results of the investigation to the CONSORTIUM and the affected DISTRICT. CONTRACTOR will provide the investigation results to CONSORTIUM and the DISTRICT, in writing, within 5 calendar days of completion. No person will be permitted to drive a bus if there is reason to believe that such person has engaged in any improper conduct with any student. CONTRACTOR will take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct. The CONSORTIUM may require CONTRACTOR to reassign a Driver to a different bus route within the CONSORTIUM. If a Driver exhibits unsatisfactory behavior or poor driving in the performance of his/her duties, which in the opinion of the CONSORTIUM, warrants his/her removal from any bus under this AGREEMENT, CONTRACTOR must, at the request of the CONSORTIUM, remove the Driver from further service under this AGREEMENT. CONTRACTOR further agrees not to use Drivers in the performance of this AGREEMENT that, in the opinion of the CONSORTIUM, have exhibited unsatisfactory behavior or have had a prior accident record.

**Section 7.16.** All transportation personnel shall be the responsibility of the CONTRACTOR and shall be CONTRACTOR'S employees. All drivers, mechanics, and attendants must meet all legal and regulatory requirements for holding their respective positions and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the State of Tennessee. CONTRACTOR will be responsible for payment of all compensation and related fringe benefits under this AGREEMENT, inclusive of all applicable payroll taxes and deductions required by local, State, and Federal law, and all workers compensation taxes. The CONTRACTOR agrees to perform the Services required herein solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The CONTRACTOR is and will remain an independent contractor in its relationship to the CONSORTIUM and the DISTRICTS. Neither the CONSORTIUM nor the DISTRICTS shall be responsible for withholding taxes with respect to the CONTRACTOR'S employees' compensation. Neither the CONTRACTOR nor its employees shall have claims against the CONSORTIUM or the DISTRICTS for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

**Section 7.17.** The responsibility for hiring and discharging CONTRACTOR'S personnel with respect to all obligations arising from this AGREEMENT shall rest entirely upon the CONTRACTOR, and the CONTRACTOR agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The CONTRACTOR further agrees that the CONSORTIUM or any DISTRICT'S Superintendent of Schools shall have the right to request removal of any person (driver, monitor, or office personnel) who in his/her opinion will detract from the safe and efficient operation of school buses and/or the safety of the pupils thereon under this AGREEMENT. The CONSORTIUM or any DISTRICT reserves the right, in the exercise of its sound discretion, to reject drivers or

monitors or to direct that they be replaced, without being limited to considerations of health and driving records. CONSORTIUM or the particular DISTRICT shall make such request in writing and state the reasons therefor, provided that such request does not violate applicable local, state, and Federal laws and regulations.

**Section 7.18.** CONTRACTOR will provide a "General Manager" ("GM") to oversee the entire CONSORTIUM operations who will function as a direct liaison to the CONSORTIUM on behalf of the CONTRACTOR. In addition, the GM will be responsible to the CONSORTIUM for any inefficient management practices at any of the CONTRACTOR'S terminals. CONTRACTOR will provide an "OPS Supervisor" (or similar function/title) that will have complete authority over the operation of the CONTRACTOR'S buses at each of the three (3) DISTRICT FACILITIES. The GM will be directly responsible for working with the CONSORTIUM'S supervisory personnel on all routing of buses and, as authorized by CONSORTIUM, contacts with parents regarding transportation problems under this AGREEMENT. The GM shall also be responsible for compliance with all CONSORTIUM transportation policies, all statistical studies and reports required by the CONSORTIUM and/or the State, including those items necessary for State Aid purposes, and monthly reports on pupil load, driver and student discipline problems and accident reports. The GM, or his/her duly authorized designee(s), shall arrange with the CONSORTIUM to be available at the dispatching station during all hours that Services are being performed pursuant to this AGREEMENT, prior to the beginning of each day's hours of service, and for meetings with representatives of the CONSORTIUM. Sufficient management personnel shall be maintained and available from 6:00 a.m. to 6:00 p.m. when school is in session. The GM overseeing the terminal at any time when school is in session is precluded from any bus driver duties or from driving any bus. The GM (or designee) will remain at the terminal until all drivers have returned to the terminal, checked their buses, and reported that all students have been appropriately dropped off. The CONTRACTOR will also make available management personnel to respond to issues pertaining to night and weekend bus trips; the contact name and telephone number of said personnel shall be provided to the DISTRICTS for whom the services are being provided.

**Section 7.19.** CONTRACTOR will provide a "Safety Supervisor" who will be certified to train bus drivers. Additional trainers should be employed to meet the needs of the CONSORTIUM. The Safety Supervisor's responsibilities will include, but will not be limited to, driver training, daily oversight to ensure adherence to established practices and safety regulations, on-the-road driver performance reviews, and related functions. Safety Supervisor(s) shall not be assigned a regular run.

**Section 7.20.** Each driver and/or attendant performing Services pursuant to this AGREEMENT shall be involved in all Safety Programs that are or may be required by the laws, rules and regulations of the State of Tennessee. CONTRACTOR'S driver trainers shall personally travel each route with assigned drivers at least once a year to survey not only the driver's performance but route hazards and equipment efficiency. All drivers must participate in both classroom and on the road training programs devoted to safety, proper bus operation, special education needs, student discipline policies, rules and regulations, and first aid. Bus monitors provided by CONTRACTOR must participate in classroom training devoted to safety, proper student management techniques, special education needs, rules and regulations, and first aid. The CONTRACTOR will notify the CONSORTIUM of such training through a written report of the training and driver attendance.

**Section 7.21.** The CONTRACTOR shall submit to the CONSORTIUM a list of the names of all regular and substitute drivers and monitors employed to provide the Services required hereunder. Said list shall be updated upon the CONTRACTOR'S employment of new drivers by adding or deleting such information regarding any such driver or attendant hired or terminated after that date. Completed driver application forms are to be submitted to the CONSORTIUM, in a file, along with a certification that the CONTRACTOR'S GM has verified previous employment, reviewed driver's license and abstract, obtained letters of reference, completed fingerprint forms, obtained the applicant's authorization for a criminal background check, verified that CDL requirements have been followed, (including, but not limited to, the required CDL driving test and physical), provided the applicant with a minimum of fifteen

(15) hours in excess of State and Federal mandated school bus safety instruction, provided at least ten (10) hours of actual behind the wheel bus driver training (for new and rehire), and conducted a personal interview.

**Section 7.22.** The CONTRACTOR shall at all times have stand-by drivers available in the event of mechanical or other difficulties, or unavailability of regular drivers, to maintain and provide the services which are required under this AGREEMENT. The number of stand-by drivers shall not be fewer than ten percent (10%) of the number of drivers required to bring students to and from school on a regular basis. These drivers cannot be used for any other purpose without the express permission of the CONSORTIUM.

**Section 7.23.** The CONTRACTOR shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and roof hatches as means of escape in case of accident. Similar drills for students shall be held under the general supervision of the CONSORTIUM at such times and in such fashion as may be required by the applicable regulations of this State or the law. CONTRACTOR, along with the respective driver and monitor, will be responsible for the safety and supervision of the students transported under this AGREEMENT.

**Section 7.24.** The CONTRACTOR shall provide dispatchers a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said dispatchers will maintain contact with the CONSORTIUM until the last student is off the last bus and the dispatchers notify the CONSORTIUM, by email or other method designated by the CONSORTIUM, that all of the students have been delivered to the designated drop-off point. The dispatchers may not have a regularly assigned route.

**Section 7.25. (A)** When CONTRACTOR is instructed by CONSORTIUM or a DISTRICT that a student's Individual Education Plan (IEP) so requires, each vehicle utilized in performing Services for any students with disabilities must have a monitor, in addition to the Driver, who is employed by the CONTRACTOR and properly trained by the relevant DISTRICT. Except for DISTRICT employees that the CONSORTIUM may assign as monitors, the CONTRACTOR shall be responsible for providing monitors under this AGREEMENT, at the cost set out in Exhibit A. Each such employee shall be fully capable of lifting and seating pupils when required. An IEP must be in existence, and instruction must be provided by the DISTRICT to CONTRACTOR, in cases where a special needs student is being required to ride a non-special needs bus. The instructions from the transportation portion of the IEP must be given to the CONTRACTOR in advance of the special needs student riding the bus. CONTRACTOR shall have no obligation to administer any medical treatment to students.

**(B)** CONTRACTOR understands that student records, including but not limited to IEPs and student disciplinary records, are subject to the Family Educational Rights and Privacy Act. CONTRACTOR agrees that neither it nor its employees will disclose any student's education record to any other party without the prior consent of the respective DISTRICTS and the respective student's parents (or if the student is 18 years of age or older, the student). CONTRACTOR agrees that no student's education record or the content contained therein may be used by the CONTRACTOR for any purpose other than performing its obligations under the terms of this Agreement. CONTRACTOR agrees to indemnify and hold harmless the Consortium and the respective DISTRICTS for any improper use or disclosure of any student's education record that is provided to CONTRACTOR and/or its employees under the terms of this Agreement.

**Section 7.26.** Each Driver and monitor performing Services pursuant to the AGREEMENT must undergo physical examinations required by law prior to employment. The physical examinations of CONTRACTOR'S drivers and monitors shall be at the CONTRACTOR'S expense. At the CONSORTIUM'S option, one or more physical exam reports may be reviewed and approved by the CONSORTIUM'S Physician before a CONTRACTOR'S Driver or monitor may be placed in service; incomplete or inadequate reports will be returned, and the driver's or monitor's service delayed until the appropriate information is provided. All employees shall also

be subject to any physical ability tests that may be mandated by Federal or State law during the term of this AGREEMENT.

## ARTICLE 8
## SAFETY PROGRAM/DRIVER TRAINING PROGRAM

**Section 8.01.** CONTRACTOR agrees that safety will be a primary factor in the performance of the Services. CONTRACTOR will comply with and observe in every respect all applicable policies of each of the DISTRICTS that make up the CONSORTIUM, all codes, laws or ordinances of the State of Tennessee, the United States government and all other uniform standards established for the protection and safety of the persons being transported.

**Section 8.02.** CONTRACTOR shall be responsible for implementing and maintaining comprehensive pupil transportation Safety and Driver Training Programs. A summary of the Safety Program shall be provided for review by CONSORTIUM.

**Section 8.03.** Driver training shall be the responsibility of CONTRACTOR. The Driver Training Program shall be written and implemented by the Safety Director and approved by CONSORTIUM. Continuous assistance from the State Department of Education relative to driver training is recommended. The number of hours shall exceed the minimum of hours required by law. The Driver Training Program shall include classroom instruction in school bus safety, pupil discipline, human relations, defensive driving, first aid, use of fire extinguisher, traffic laws, and policies and regulations of the DISTRICTS that make up the CONSORTIUM, and including behind-the-wheel school bus driving instruction. The CONSORTIUM reserves the right to prescribe training as deemed necessary for specific drivers to ensure the safety of students.

**Section 8.04.** All routes shall be driven prior to transporting pupils and shall be considered as part of the Driver Training Program. Acceptable dress, which includes shoes, as it pertains to transportation safety, will be incorporated in the Driver Training Program.

**Section 8.05.** School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The DISTRICTS, through the Superintendent of Schools, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students are to enter and leave vehicles at the curb or roadside and at no time are students to be transported off the public highways, except in compliance with present practice or at the direction of the CONSORTIUM.

## ARTICLE 9
## STUDENT DISCIPLINE

**Section 9.01.** It is important that Drivers work with students and parents to maintain positive working relationships. CONTRACTOR will adhere to and enforce each DISTRICT's student transportation discipline policies and will cooperate in any student discipline hearings necessary for the enforcement of those policies, using the following guidelines:

(i) Drivers should begin the school year by communicating the rules and regulations that apply to students riding the bus.

(ii) CONTRACTORS shall cooperate with the CONSORTIUM in performing student head counts on the bus when requested by the DISTRCT. This head count will not be required more than four times annually.

(iii) If a problem occurs, the Driver should attempt to work with the student, school and parent in the resolution of the problem. If resolution does not occur, the Driver should complete a "School Bus Conduct Notice" and provide it to the school administrator. These forms are supplied by the CONSORTIUM and each Driver should maintain a supply of forms on the bus. The individual DISTRICT within the CONSORTIUM dealing with the issue will consider appropriate disciplinary

action, including but not limited to suspension of ridership privileges, for any student receiving three (3) School Bus Conduct Notices in a school year

(iv) Under no conditions may a Driver deny transportation to an eligible student. Transportation can only be denied by a school administrator.

(v) CONTRACTOR will arrange with the school administrator for conferences as needed to work out student bus conduct.

(vi) While on school premises, Drivers are expected to respond courteously and informatively to any questions from administrators. Any request from an administrator which conflicts with Transportation policies should be immediately referred to the Driver's supervisor.

(vii) Authority to suspend or expel any student from transportation services rests solely with the individual DISTRICT dealing with the issue and may only be exercised in accordance with that DISTRICT'S policy. CONTRACTOR'S Drivers are responsible only for such discipline as is required to properly and safely operate the CONTRACTOR'S buses. Each Driver will handle all disciplinary matters in strict accordance with the individual DISTRICT within the CONSORTIUM's policy. All discipline problems will be reported in writing following completion of the route.

**Section 9.02.** As part of CONSORTIUM'S routing responsibilities, CONSORTIUM will use its best efforts to provide to CONTRACTOR all appropriate student data necessary for CONTRACTOR to perform its obligations hereunder within thirty (30) days of the start of school, but in no event shall said data be delivered later than fourteen (14) days before the beginning of school. Specifically, CONSORTIUM will provide CONTRACTOR a trip sheet for each route that includes the name, address, and bus stop for each student on the route. In addition, CONSORTIUM may require a photo identification card for each student that is assigned to a bus route. In such event, CONTRACTOR will require its drivers to check the photo identification cards to determine and comply with the eligibility requirements for an assigned route.

## ARTICLE 10
## FUEL COSTS

**Section 10.01.** CONSORTIUM shall furnish all fuel to be used in its performance of this agreement. CONSORTIUM shall pay all sales tax on fuel.

## ARTICLE 11
## CONTRACT PAYMENTS

**Section 11.01.** CONTRACTOR agrees that CONSORTIUM will pay for the Services at the Contract Prices set forth in Exhibit A. CONTRACTOR shall accompany each invoice for Services with a complete list of all Services accepted by CONSORTIUM under this Contract and correlate the Services to the Contract Price. The Contract Price will include all monthly recurring and usage charges, volume discounts, and non-recurring charges as applicable. The Contract Price will include all elements necessary to perform the Services (planning, application design, engineering, testing, wiring, termination, installation, and training), whether priced separately or bundled. Any no-cost items will be clearly identified with applicable rate schedule. CONTRACTOR agrees that elements of the Services for which there is no associated pricing will be considered no charge items.

**Section 11.02.** Payments for services rendered under the provisions of this AGREEMENT shall be made upon receipt of a proper itemized invoice. Each invoice sent by the CONTRACTOR shall designate the services and costs attributable to each DISTRICT, and each DISTRICT will be responsible for paying the amount attributed to them in the invoice or for resolving any dispute over the invoice with the CONTRACTOR. Such payments shall be made monthly on the basis of Services already rendered. The style and detail on said invoice shall be in written and/or electronic format acceptable to the CONSORTIUM. Invoices shall be submitted within

5 business days following the end of each month. Payment for invoices submitted late may be delayed until the following month. Such payments shall be made monthly on the basis of the number of buses required, and or students transported, at the service levels required by the transportation program. No payment will be made for stand-by buses unless used in actual service for additional runs. The number of buses paid for are those buses that the CONSORTIUM has approved for daily runs, special runs, or field trips. No payment will be made for buses that are scheduled to operate but that fail to provide Services due to mechanical problems, driver shortages. or similar operating issues that are deemed by the CONSORTIUM to be under the control of the CONTRACTOR.

**Section 11.03.** The CONTRACTOR shall maintain records during the term of the AGREEMENT of the daily Services provided to the CONSORTIUM on a route-by-route basis and shall submit such records upon request by the CONSORTIUM for audit in support of each of the monthly invoices. As stated herein, length of day for each bus shall be determined by the CONSORTIUM consistent with the route schedules and detail contained in this AGREEMENT.

**Section 11.04.** In consideration for Services provided by the CONTRACTOR, CONSORTIUM shall pay to CONTRACTOR all sums due and owing no later than the thirtieth (30th) day after the end of each month. CONTRACTOR will submit to CONSORTIUM a statement of its services rendered during the preceding month. Such statement will reflect any and all credits to which CONSORTIUM may be entitled under any of the terms of this AGREEMENT. After verification of the statement, CONSORTIUM shall pay CONTRACTOR (or its agent for receipt of payment) the verified amount. Payment by credit card is accepted but requires an increase in the invoiced amount of two and one-half percent (2.5%) to cover processing fees. In the event sums due and payable are not received within thirty (30) calendar days, a late charge of one and one-half percent (1.5%) per month of the outstanding balance will be assessed upon the account. In the event such sums are not received within sixty (60) days, CONTRACTOR may discontinue service for that DISTRICT until such time as the CONTRACTOR has received all sums due. However, if CONSORTIUM or the DISTRICT has provided CONTRACTOR with a written accounting of a set-off as contemplated in Section 11.05, CONTRACTOR shall not discontinue services if any invoiced amounts remain in dispute [or until resolution of any invoiced amounts that are in dispute]. If CONTRACTOR discontinues service for a DISTRICT due to nonpayment, then CONTRACTOR may adjust the prices in Exhibit A to cover any additional costs CONTRACTOR incurs based on a reduced volume of routes being run.

**Section 11.05.** Notwithstanding anything to the contrary in this AGREEMENT, and in addition to the other rights of CONSORTIUM and DISTRICTS hereunder with respect to disputing invoices or withholding amounts, CONSORTIUM and/or DISTRICTS, in their sole discretion, may set off against any and all amounts otherwise payable to CONTRACTOR pursuant to any of the provisions of this AGREEMENT: (i) any and all amounts claimed by CONSORTIUM and/or DISTRICTS in good faith to be owed by CONTRACTOR to CONSORTIUM and/or DISTRICTS pursuant to any of the provisions of this AGREEMENT; and (ii) any and all amounts that CONSORTIUM and/or DISTRICTS believe in good faith that is not owed to CONTRACTOR pursuant to any of the provisions of this AGREEMENT. Within twenty (20) calendar days after any such set-off by CONSORTIUM and/or DISTRICTS, CONSORTIUM and/or DISTRICTS shall provide CONTRACTOR with a written accounting of such set-off, a written statement of the reasons therefor, and a reasonable opportunity to meet and discuss the claimed set-off. In the event CONTRACTOR does not agree with the set-off applied, CONTRACTOR may contact CONSORTIUM and/or DISTRICTS to seek equitable resolution or exercise their right under applicable law.

**Section 11.06** Notwithstanding any contrary statements in this AGREEMENT or in any documents incorporated herein by reference, in the event any Federal, State, local or other governmental body's statutes, laws, rules, regulations or requests materially impact CONTRACTOR's methods and/or costs in connection with the provision of services hereunder (e.g., changes in healthcare or other benefits requirements, changes in equipment requirements, changes in service requirements, changes in unemployment insurance benefit requirements, adding seatbelts, etc.) during the term of the AGREEMENT, CONTRACTOR, upon written notice to CONSORTIUM, may request a renegotiation of this AGREEMENT which shall be conducted in good faith. Such

renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to this AGREEMENT resulting from such renegotiations must be set forth in writing, signed by the parties hereto, and shall become effective on a mutually agreed upon date.

## ARTICLE 12
## FACILITIES

**Section 12.01.** The Collierville, Bartlett and Arlington DISTRICTS agree to provide bus lots within the boundaries of the aforementioned DISTRICTS comparable to those facilities existing as of the date of this Agreement ("CONSORTIUM FACILITIES").

**Section 12.02.** CONTRACTOR will be permitted, during the term of this AGREEMENT, the use of the CONSORTIUM FACILITIES for parking, dispatching, storage, maintenance, and repair of school buses and other vehicles, office use, and such other lawful uses as are reasonably incidental to the operation of a school bus company and the performance of this Agreement. CONTRACTOR shall be responsible for tenantable, non-structural repairs to the improvements such as interior repair, including repair of broken windows. The CONTRACTOR will be responsible for the cost of heat, air conditioning, electricity, water, sewer, or other utility charges, including telephone and internet usage. The relevant DISTRICT shall be responsible for capital improvements, including but not limited to building structure, roof, plumbing and sewers, HVAC, flooring and parking lot.

**Section 12.03.** In fulfilling the obligations of this AGREEMENT, care must be exercised by the CONTRACTOR to avoid damage to the CONSORTIUM FACILITIES, and to any of the buildings, equipment, driveways, or other property of the DISTRICT. The CONTRACTOR shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the CONTRACTOR or its employees. The CONSORTIUM FACILITIES shall be inspected by the relevant DISTRICT and CONTRACTOR at the beginning of this AGREEMENT, and at the termination of this AGREEMENT, with the CONTRACTOR being liable for any repairs not attributed to day-to- day operations, reasonable wear and tear excepted. Reasonable wear and tear wherever referenced herein means the deterioration that naturally and inevitably occurs as a result of the ordinary and normal wear and aging from the passage of time having regard to the CONTRACTOR's use of the CONSORTIUM FACILITIES.

**Section 12.04.** The CONTRACTOR shall not be responsible for any real property taxes or ad valorem water or sewer taxes. The relevant DISTRICT shall continue to be responsible for major structural maintenance, including building structure, roof, plumbing and sewers, HVAC, flooring, parking lots, sidewalks, and plumbing, wiring, renovations, or repairs.

**Section 12.05.** The CONTRACTOR shall be responsible for maintaining CONSORTIUM FACILITIES in compliance with all laws, ordinances, and/or regulations, and the CONTRACTOR shall be solely responsible for any environmental clean-up or remediation due to CONTRACTOR'S use of the CONSORTIUM FACILITIES only if the contamination is proven to have been caused by CONTRACTOR. CONTRACTOR shall indemnify, defend and hold the DISTRICTS harmless from any causes of action, damages or claims arising from environmental contamination proven to have been caused by CONTRACTOR.

**Section 12.06.** The relevant DISTRICT shall maintain all storage tanks located on the CONSORTIUM FACILITIES, whether buried or above-ground, in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities.

**Section 12.07** CONTRACTOR shall have 30 days to vacate CONSORTIUM FACILITIES after the last day of operation even if this date is after the term of this Agreement.

a. CONTRACTOR shall comply with all applicable Federal, State and local environmental quality laws, regulations, rules, policies, and rulings related to its use, maintenance and operation of the CONSORTIUM FACILITIES at all times during this AGREEMENT (but not to the exclusion of the relevant DISTRICT'S ongoing responsibilities, which include but are not limited to all storage tank maintenance, repairs, testing, registration, permitting and financial assurances) after the relevant DISTRICTS comply with the testing, inspection, and initial repair or replacement provisions herein on the following terms and at the expense of the relevant DISTRICT.

b. CONTRACTOR hereby agrees to indemnify and hold the DISTRICTS harmless from and against any loss, cost, or expense, including reasonable attorneys' fees, damages, claims, or liability arising out of or related to the willful or negligent acts of CONTRACTOR related to environmental quality matters affecting the CONSORTIUM FACILITIES, but only to the extent that such damage or claim arose out of the willful or negligent acts of CONTRACTOR.

c. In the event that a tank develops a leak during the term of this AGREEMENT after such DISTRICT complies with the testing, inspection, and initial repair or replacement provisions herein, such DISTRICT shall make any needed repairs, modification, tank replacement and environmental clean-up required as a result of any future tank test reports(s) and in order to comply with all current and future Federal, State and local requirements.

d. In the event that a tank is required to be taken out of service due to a leak or in order to comply with environmental quality requirements during the term of this AGREEMENT, and CONTRACTOR is then required to fuel vehicles at a location off the DISTRICT FACILITIES, the relevant DISTRICT shall reimburse CONTRACTOR for the other costs associated with such fueling including extra personnel and mileage expenses, for the duration of such period.

e. CONTRACTOR shall have no liability for any matters relating to hazardous or toxic conditions of the DISTRICT FACILITIES, environmental cleanup and disposal, or of violations of environmental quality laws (except for liability arising out of or related to the willful or negligent acts of CONTRACTOR).

**Section 12.08.** Each DISTRICT reserves the right to require CONTRACTOR to relocate from any of the CONSORTIUM FACILITIES provided by the respective DISTRICT at said respective DISTRICTS' sole cost and expense, with no additional costs, direct or indirect, to be incurred by CONTRACTOR resulting from the relocation, including but not limited to rental expense. In the event that some or all of the CONSORTIUM FACILITIES become unavailable or are no longer used as a transportation facility, then the CONTRACTOR shall be responsible for identifying and selecting a reasonable replacement facility at its sole expense, in consultation with the CONSORTIUM. The CONSORTIUM and the CONTRACTOR will reasonably negotiate additional terms and conditions to this Agreement to reimburse the CONTRACTOR for the additional expense of obtaining a replacement transportation facility.

## ARTICLE 13
## OPERATIONAL MATTERS

**Section 13.01.** (a) Communications: The CONTRACTOR must provide a private telephone number to allow the CONSORTIUM and the DISTRICTS immediate, direct access to the CONSORTIUM FACILITIES, and after-hours telephone names and telephone numbers to be used in the case of after-hours emergencies. The CONTRACTOR is required to provide one designated emergency phone number that will be manned by CONTRACTOR management personnel or a contracted answering service, and answered at all times 24/7, a fax machine in the terminal, and shall provide said number to the CONSORTIUM. Additionally, the CONTRACTOR is required to have access to internet communications and periodically throughout school days check an email address that the CONTRACTOR will supply to the CONSORTIUM. CONTRACTOR shall provide at least 45 minutes advance notice to the respective DISTRICTS if a bus will be late due to a no-call, no-show, absence or tardiness of a driver.

a) Tolls: The cost of tolls incurred by CONTRACTOR for regularly scheduled routes, or for extra-curricular events, will be reimbursed monthly by the CONSORTI UM upon presentation and validation of receipts.

(b) Advertising: Vehicles used in performance of this AGREEMENT to transport students of the CONSORTIUM shall not be used to display, either inside or outside of the vehicle, any commercial advertisement without the proper written authorization of the CONSORTIUM.

(c) CONSORTIUM Operating Policies: CONTRACTOR shall conform to and abide by the policies, rules, and regulations of the CONSORTIUM and the DISTRICTS as set out in the present written policies and rules of the CONSORTIUM and/or DISTRICTS, relative to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the CONSORTIUM and/or the DISTRICTS.

(d) Driver Training and Additional Training: All bus Drivers and monitors must receive and participate in required safety instruction as outlined in Federal and State laws and regulations, and any requirements of the Department of Transportation or the Department of Motor Vehicles. The cost of such instruction shall be paid by the CONTRACTOR. Additionally, Drivers and bus monitors assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers and monitors shall also receive training on the proper methods of securing each type of wheelchair transported under this contract, prior to being placed on vehicles so equipped. Copies of driver and attendant training plans shall be provided to the CONSORTIUM'S Transportation Manager.

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

(f) Emergency Closings: The CONTRACTOR will be required to consult with each DISTRICT'S Superintendent or her/his designee, during times of inclement weather, about road conditions and the potential of delaying or closing school. The CONTRACTOR shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent of said DISTRICT. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations within the CONSORTIUM be more than one (I) hour after notification is given to the CONTRACTOR by the CONSORTIUM.

(g) CONTRACTOR'S Monthly Reports: The CONTRACTOR shall deliver to the CONSORTIUM written reports of operations on a monthly basis, or more frequently as required by the CONSORTIUM. Said reports shall include matters such as: actual performance related to scheduled performance, student discipline matters, specific driver and attendant training programs, driver discipline matters and related documentation, regular and activity driver hours and trips, accidents, and other items related to the performance of the AGREEMENT. The CONTRACTOR and the CONSORTIUM shall meet prior to August 1st of each school year to finalize the monthly report information to be included. Reporting may be in electronic or written formats, as required by the CONSORTIUM, to be submitted via email or web-based applications. Methodology utilized for measuring performance may be any combined usage of available technologies, such as GPS tracking devices, student ID cards, and proprietary scoring systems.

(h) Accidents: The CONTRACTOR will follow all practices that have been established by CONSORTIUM for procedural responses to school bus accidents and incidents. In the event of any accident or incident involving the operation of a school bus, and/or injury to any student(s) while on the bus, or while loading or unloading the bus, the CONTRACTOR must immediately (not to exceed one hour from time of accident/incident) notify the appropriate Superintendent of Schools or his/her designee, and the State Department of Transportation, the Motor Vehicles Department, local Police authorities, and any other appropriate agencies as required. All other written reports are to be filed immediately with the appropriate agencies and copies forwarded to the CONSORTIUM'S Transportation Coordinator. The CONSORTIUM reserves the right to participate actively in review of any accident or incident of a vehicle in which its students are being transported. Failure to immediately report any accident/incident to the CONSORTIUM may result in termination of this contract. The CONTRACTOR will adhere to the drug and alcohol testing policy and procedures for CONSORTIUM drivers, provided that they do not conflict with any State requirements.

(i) Student Discipline Matters: In addition to monthly reports, in the event of any student discipline matter involving CONSORTIUM students, the CONTRACTOR shall immediately notify the CONSORTIUM in the manner as prescribed by policy and procedure of each of the DISTRICTS that make up the CONSORTIUM. The CONTRACTOR shall follow the discipline operating procedures as defined by the CONSORTIUM and/or each of the DISTRICTS that make up the CONSORTIUM. Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect for the DISTRICTS that make up the CONSORTIUM during the term of this AGREEMENT. It is of paramount importance that drivers and monitors maintain good order on the school buses. Drivers and/or monitors may be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. If requested by the CONSORTIUM, attendance is mandatory and failure to attend may cause withdrawal of the CONSORTIUM'S certification of any driver or monitor who fails to do so. The CONTRACTOR shall be responsible for the cost of such attendance.

(j) Driver's Daily Reports: Each bus driver shall be responsible for filing a daily report form each day that includes the mechanical condition of the bus and their pre-trip verification. Said forms are to be kept on file by the CONTRACTOR and made available to the CONSORTIUM's Transportation Manager.

(k) Rights To Property: As a condition of this AGREEMENT, the CONTRACTOR agrees to allow CONSORTIUM Administrative personnel on any property connected with the service provided to the CONSORTIUM for the purpose of inspection at any time. Furthermore, it is agreed that if it is deemed necessary by the CONSORTIUM, due to inadequate service or poor performance, Dispatch or Management personnel may be supplied by the CONSORTIUM to work directly with the CONTRACTOR'S management or dispatching personnel at the CONTRACTOR'S location(s) connected with this AGREEMENT. The cost of such personnel will be deducted from payments due the CONTRACTOR. The CONTRACTOR shall also make the garage facility available for inspection of equipment by school personnel.

(l) Cooperative Transportation: Only those children, adults or other person(s) authorized by the CONSORTIUM to be transported shall be transported under this AGREEMENT.

(m) Ownership of Computer Programs and Data. All operational records created by CONTRACTOR, including, but not limited to audio, digital and video recordings are, and shall be, at all times, the exclusive property of CONTRACTOR. CONSORTIUM'S access to these records are subject to Article 18. Video footage collected by video cameras installed inside school buses shall be kept for ten (10) calendar days. CONTRACTOR shall provide DISTRICTS requesting video footage with video footage collected on video cameras within the school bus assigned to the requesting DISTRICT.

(n) CONTRACTOR will ensure that any information provided by the CONTRACTOR to staff, parents, students or other stakeholders of the Consortium or the DISTRICTS is accessible to individuals with disabilities.

## ARTICLE 14
## DISPUTES

**Section 14.01.** The CONSORTIUM must be notified within three (3) business days of discovery of any changes in operating requirements that will result in a change in AGREEMENT compensation. Failure by the CONTRACTOR to notify the CONSORTIUM of such changes will result in the loss of any additional compensation that may be due to the CONTRACTOR pursuant to these specifications.

**Section 14.02.** The parties shall deal in good faith and attempt to resolve potential disputes informally. All disputes, for which Tennessee law does not otherwise specify a dispute resolution process, shall immediately be brought to the attention of the parties' respective representatives. If the dispute persists, and the representatives are not able to agree on a resolution to any particular issue within ten (10) calendar days after the dispute initially became known to each party, then either party may submit the dispute to a leadership group consisting of the DISTRICTS' Superintendents or their designees and CONTRACTOR Senior Management for resolution. This leadership group will convene in person or by telephone within three (3) business days after the dispute is submitted to the leadership group. If the leadership group cannot resolve the dispute, the CONTRACTOR, the CONSORTIUM, and/or the DISTRICTS may take appropriate legal action.

## ARTICLE 15
## COMPLIANCE WITH LAWS

**Section 15.01.** In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the CONSORTIUM requires any person, organization, group or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including responses) to comply fully with Title IX.

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

**Section 15.02.** COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND SECTION 504 OF THE REHABILITATION ACT OF 1973. CONTRACTOR agrees that it, and its employees, agents and subcontractors, will comply at all times during the term of this AGREEMENT with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination against any person who is qualified with a disability).

## ARTICLE 16
## NON-PERFORMANCE DAMAGES

**Section 16.01.** CONTRACTOR shall perform the Services at the levels of quality, completeness, accuracy, timeliness, responsiveness and efficiency that are consistent with the service levels. For each occurrence of a no-show route, doubling of routes more than two (2) times per month, per DISTRICT, failure to provide at least forty-five (45) minute advance notice to the respective DISTRICTS if a bus will be late due to a no-call, no-show, absence or tardiness of a driver, a student being left unattended on a bus after AM or PM route, the CONTRACTOR misses any morning stop for two (2) days during a calendar month, (as validated by GPS), CONTRACTOR drops off a kindergartener or first grader without Proper Supervision, or is thirty (30) minutes late for Field Trip pickup, where CONTRACTOR arrives more than thirty (30) minutes late for pick-up or more than thirty (30) minutes late for return home, CONTRACTOR shall be liable to the affected DISTRICT in the amount of $ 500.00 per occurrence.

**Section 16.02.** During the term of this AGREEMENT, the CONSORTIUM will provide the CONTRACTOR notice of intent to assess penalties and provide the CONTRACTOR an opportunity to respond to the CONSORTIUM's and/or DISTRICTS' determination within forty (40) calendar days of the event occurring. Failure to notify CONTRACTOR within forty (40) calendar days shall relieve CONTRACTOR of the obligation to pay liquidated damages for such event.

## ARTICLE 17
## INSURANCE/INDEMNIFCATION/ACCIDENTS/INCIDENTS

**Section 17.01.** CONTRACTOR must provide a certificate of insurance signed by an employee of the insurer(s) providing coverage, with the authority to bind the insurer(s) stating that no less than the minimum limits of insurance required in this AGREEMENT will be met. The insurance carrier must be a Tennessee admitted carrier and must be rated in A.M. Best's Insurance Guide as a "secured" carrier or better.

**Section 17.02.** Minimum amounts for each bus or vehicle operated shall be for claims arising under the contract:

(i) Automobile Insurance. Symbol "1", covering all automobiles and buses, including hired and non-owned vehicles is preferred. However, at the CONSORTIUM'S discretion, alternative symbols will be considered. The CONSORTIUM and/or DISTRICTS retain the right to make inquiries to the CONTRACTOR, its agents or broker and insurer(s) directly. Limits shall be five million dollars ($5,000,000.00) per occurrence. Coverage at least equal to ISO form #CA 00 01 12 93 or the current edition of said form approved in the State. The Automobile Insurance policy will not contain a punitive damages exclusion. CONTRACTOR agrees to Waive Right of Subrogation in favor of CONSORTIUM and/or DISTRICTS under Automobile Insurance.

(ii) Commercial General Liability with limits of at least one million dollars ($1,000,000.00) per occurrence/ two million dollars ($2,000,000.00) aggregate. Coverage for bodily injury, property damage, sexual misconduct, products/completed operation, personal injury and advertising injury. Coverage at least equal to ISO form #CG 0001 10 93 or the current edition of said form approved in the State. The Commercial General Liability policy (1) will not contain an exclusion for assault and battery subject to the CG 0001 form and (2) will not contain a punitive damages exclusion. CONTRACTOR agrees to Waive Right of Subrogation in favor of CONSORTIUM and/or DISTRICTS under Commercial General Liability.

(iii) Ten million dollars ($10,000,000.00) per occurrence Umbrella or Excess Liability Coverage. No aggregate. Must at least follow form of underlying coverage. The liability limits can be accomplished by a combination of primary and excess policies, if needed. CONTRACTOR agrees to Waive Right of Subrogation in favor of CONSORTIUM and/or DISTRICTS.

(iv) Workers' Compensation and Unemployment Insurance coverage covering all employees in amounts as required by Tennessee State Law. CONTRACTOR agrees to Waive Right of Subrogation in favor of CONSORTIUM and/or DISTRICTS under Workers Compensation.

(v) Employers' Liability with limits of $1,000,000 Bodily Injury by accident, each accident; $1,000,000 Bodily Injury by disease, policy limit; $1,000,000 bodily injury by disease each employee.

(vi) Fidelity or Employee Theft with limits of $1,000,000 per occurrence.

**Section 17.03.** Said policy or policies shall be primary to any policies of insurance available to the CONSORTIUM and/or DISTRICTS and must contain thirty (30) days prior notice to the CONSORTIUM of cancellation. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the CONTRACTOR hereby agrees to effectuate the naming each of the DISTRICTS as an additional insured on the CONTRACTOR'S insurance policies, with the exception of Worker's Compensation. The policy naming each of the DISTRICTS as an additional insured shall state that the CONTRACTOR'S coverage shall be primary coverage for the CONSORTIUM, the DISTRICTS, their respective Boards of Education, employees, and volunteers. CONTRACTOR shall self-insure any applicable deductibles, and the CONTRACTOR shall also agree to indemnify the DISTRICTS for any applicable deductibles. Additional insured status shall be granted by ISO endorsement CO 2026, CG 20 10 or its equivalent.

**Section 17.04.** The limits outlined above are strictly minimum amounts. The CONSORTIUM encourages the use of higher limits and assumes no liability in the event that claims are presented against the CONTRACTOR for amounts in excess of these minimum limits.

**Section 17.05.** The CONTRACTOR shall deposit with the CONSORTIUM satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual Certificates of Insurance evidencing insurance coverage shall be provided to the CONSORTIUM no later than thirty (30) days prior to the start of each contract year. It is the CONTRACTOR'S responsibility to initiate this submission, and the lack of any specific request from the CONSORTIUM does not eliminate the mandate.

**Section 17.06.** All insurance certificates shall state that the policy will not be cancelled without thirty (30) days written notice to each of the DISTRICTS in the CONSORTIUM. Such certificates shall show the name and address of the insured CONTRACTOR, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage is excluded by special or manuscript endorsement. The CONSORTIUM reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages after first requesting said explanation from the CONTRACTOR and the CONTRACTOR agrees to assist in obtaining any such desired information. CONTRACTOR acknowledges that failure to provide the mandated insurance on behalf of the CONSORTIUM and the DISTRICTS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the CONSORTIUM.

**Section 17.07.** The CONTRACTOR shall provide proof of insurance coverage on DISTRICT FACILITIES, as well as garage liability coverage.

**Section 17.08.** Each DISTRICT in the CONSORTIUM shall be furnished a Certificate of Insurance for such liability insurance coverage. The Certificate shall state that such coverage shall not be canceled before giving CONSORTIUM and the relevant DISTRICT thirty (30) days' notice by certified mail or registered letter. Any injury or accident involving students shall be reported to the CONSORTIUM and to the relevant DISTRICT by the fastest means and confirmed in writing as soon as possible.

**Section 17.09.** To the extent caused by CONTRACTOR, CONTRACTOR agrees to hold harmless, defend, and indemnify CONSORTIUM, or any officer, Agent, servant or employee of any of the DISTRICTS that make up the CONSORTIUM from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

(A) Any injury to person or damage to property sustained by the CONTRACTOR, its agents, servant, or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, except for such injury or damage arising out of the negligence or willful misconduct of the CONSORTIUM and any of the DISTRICTS that make up the CONSORTIUM, and their officers, agents, servants, or employees;

(B) Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any negligent act, default, error or omission of the CONTRACTOR, its agents, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under this AGREEMENT. The assumption of indemnity, liability and loss hereunder shall survive CONTRACTOR'S completion of service or other performance hereunder and any Termination of this AGREEMENT. CONTRACTOR at its own expense and risk shall defend any legal proceedings that may be brought against CONSORTIUM, any of the DISTRICTS that make up the CONSORTIUM, or any officer, agent, servant, or employee of the CONSORTIUM or any of the DISTRICTS that make up the CONSORTIUM on any such claim or demand, and shall satisfy any judgment that may be rendered against CONSORTIUM, any of the DISTRICTS that make up the CONSORTIUM, or any officer, agent, servant, or employee of the CONSORTIUM or the DISTRICTS that make up the CONSORTIUM arising out of any such claim or demand. This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand of whatever name or nature, notwithstanding that CONTRACTOR may deem the same to be frivolous or without merit. It is intended that this AGREEMENT be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by CONTRACTOR; provided however, this indemnification, defense and hold harmless agreement shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand arising out of the negligence or willful misconduct of the CONSORTIUM, its officers, agents, servants or employees.

**Section 17.10.** In fulfilling the obligations of this AGREEMENT, care must be exercised by the CONTRACTOR to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the CONSORTIUM. The CONTRACTOR shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the CONTRACTOR or its employees.

## ARTICLE 18
## RECORDS AND REPORTS/RIGHT TO AUDIT

**Section 18.01.** CONTRACTOR shall provide those reports and records which may be reasonably requested by CONSORTIUM, necessary for proper payment, necessary for evaluation of the transportation services provided to CONSORTIUM and/or to meet all CONSORTIUM or State requirements. All such records shall be open to inspection by CONSORTIUM or its representative during regular business hours in CONTRACTOR'S office.

**Section 18.02.** CONTRACTOR shall maintain an acceptable record of timely pickups and delivery of students.

**Section 18.03.** Without limiting any examination or audit rights, or other rights of CONSORTIUM set forth in the AGREEMENT, CONTRACTOR agrees that CONSORTIUM, or its designated representative, shall have the right to audit, review and copy any records and supporting documentation pertaining to performance of and invoicing under this AGREEMENT and to audit the practices and facilities used by CONTRACTOR to provide the Services and related operational matters. CONTRACTOR agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is stipulated or required by law. CONTRACTOR agrees to allow the auditor(s) access to such records and facilities during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, CONTRACTOR agrees to include an equivalent right of CONSORTIUM to audit records and facilities and interview staff in any subcontract related to performance of and invoicing under this AGREEMENT.

**Section 18.04.** For avoidance of doubt, audits may include those conducted by personnel of CONSORTIUM, or its designated representative, in the performance of

AGREEMENT oversight responsibilities in reviewing invoices, monthly fiscal management and/or other required reports. If an audit reveals that CONTRACTOR has overcharged CONSORTIUM for Services during the period to which the audit relates, then CONTRACTOR shall promptly refund such overcharges to CONSORTIUM as appropriate.

**Section 18.05.** If any audit reveals an inadequacy or insufficiency of CONTRACTOR'S performance, including performance in connection with any security obligations of CONTRACTOR as set forth in this AGREEMENT, CONTRACTOR shall promptly develop and provide to CONSORTIUM, for approval, a reasonable and detailed corrective action plan and promptly thereafter implement such plan in accordance with its terms.

Notwithstanding anything to the contrary in this Article 18, CONSORTIUM or any auditing body or its designated representative, agrees that it will not exercise the audit rights described in Section 18.03 above for purposes of conducting an enterprise-wide audit of CONTRACTOR'S performance under this AGREEMENT more than once per calendar year; however, any follow-up reviews or other investigations related to an audit initiated under this Section may be conducted at any time and from time to time.

**Section 18.06.** Where CONTRACTOR conducts an internal audit of CONTRACTOR'S performance under this AGREEMENT which shows any significant failures by CONTRACTOR to meet its obligations hereunder, CONTRACTOR shall provide to CONSORTIUM a written summary describing in reasonable detail such findings of such internal audit. If CONTRACTOR determines at any time that it has overcharged CONSORTIUM, then CONTRACTOR shall promptly provide to CONSORTIUM a credit equal to the amount of such overcharge.

**Section 18.07.** CONTRACTOR agrees that (i) CONSORTIUM or its delegate will have the right to obtain, copy and review all CONTRACTOR billing records related to the Deliverables and Services provided hereunder, and (ii) CONSORTIUM may forward audit results showing billing or rate discrepancies to any applicable governmental authority, including, without limitation, the State of Tennessee's Comptroller's office.

## ARTICLE 19
## INTENTIONALLY LEFT BLANK

## ARTICLE 20
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## ARTICLE 21
## TERMINATION FOR DEFAULT

**Section 21.01.** Either party may, subject to the provisions of Article 6 titled "Force Majeure," by written notice of default to the other party, terminate this AGREEMENT in whole or in part if the other party fails to:

(i) Perform the Services within the time specified in the AGREEMENT or any amendment thereto;

(ii) Make progress toward an effective cure, so that the lack of progress endangers performance of this AGREEMENT; or

(iii) Perform in accordance with any of the other provisions of this AGREEMENT.

**Section 21.02.** The right to terminate this AGREEMENT under Section 21.01 above, may be exercised if (i) the failure constitutes a material breach of this AGREEMENT and if the defaulted party does not cure such failure within the time frame stated in the cure notice, which in no event will be less than fifteen (15) calendar days, unless a shorter period is

specifically set forth elsewhere under this AGREEMENT; or (ii) there are repeated or numerous failures by a party for which the other has provided notice, which repeated failures collectively constitute a material breach of this AGREEMENT. Notwithstanding the foregoing, the Parties hereby agree that each of the following events shall be deemed a material breach by CONTRACTOR, subject to immediate termination without the benefit of a cure period:

(i) Any act or omission by the CONTRACTOR in the performance of the Services evidencing a clear disregard for the safety or well-being of a student or other rider;

(ii) Misconduct resulting in the submission of inaccurate reports or invoices that result in a material adverse financial impact on CONSORTIUM;

(iii) Failure to report within the timelines established by CONSORTIUM any accidents, any incidents involving weapons, assault or injury, or in any instance that students are required to offload and transfer to another bus;

(iv) Any modifications or alterations to a purchase order by CONTRACTOR that were not authorized or approved by CONSORTIUM; and

(v) CONTRACTOR'S refusal to provide the Services requested for reasons other than safety, emergencies or a DISTRICT'S failure to pay amounts due as provided in Section 11.04 herein.

**Section 21.03.** If CONSORTIUM terminates this AGREEMENT in whole or in part pursuant to this Section, it may acquire from an alternative provider, under terms and in the manner CONSORTIUM considers appropriate, Services similar to those terminated, and CONTRACTOR will be liable to CONSORTIUM for CONSORTIUM'S cost to cover in excess of what CONSORTIUM would have paid CONTRACTOR. However, CONTRACTOR shall continue to provide all Services not expressly terminated by CONSORTIUM.

**Section 21.04.** If the AGREEMENT is terminated for default, upon direction of CONSORTIUM, CONTRACTOR shall protect and preserve property in its possession in which CONSORTIUM has an interest.

**Section 21.05.** Each DISTRICT shall pay the agreed upon Contract Price for completed and partially completed Services that it has received pursuant to this AGREEMENT.

**Section 21.06.** If, after termination, it is determined by a final ruling in accordance with any dispute resolution process agreed to or pursued by the parties, that CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of CONSORTIUM. The rights and remedies of CONSORTIUM and CONTRACTOR in this clause are in addition to any other rights and remedies provided by law or under this AGREEMENT.

**Section 21.07.** Except as may be permitted by the terms of this AGREEMENT (specifically termination for cause above) or required under the United States Bankruptcy Code, CONTRACTOR may not, for any reason whatsoever, terminate this AGREEMENT or otherwise repudiate this AGREEMENT or refuse to perform its obligations hereunder.

## ARTICLE 22
## DISENTANGLEMENT (TRANSITION OUT)

**Section 22.01.** CONTRACTOR will cooperate with the CONSORTIUM in formulating and executing a disentanglement plan.

**Section 22.01.** CONTRACTOR shall provide to CONSORTIUM all CONSORTIUM data and documentation and other information reasonably requested by CONSORTIUM in connection with the transition that is sufficient to enable CONSORTIUM, or another reasonably competent service provider, to fully assume the provision of any terminated Services.

## ARTICLE 23
## DISASTER RECOVERY AND SECURITY PLAN

**Section 23.01.** CONTRACTOR and CONSORTIUM shall jointly develop a detailed disaster recovery and security plan applicable to all of the Services ("Disaster Recovery and Security Plan"). Except where agreed to by CONSORTIUM, such detailed Disaster Recovery and Security Plan shall be consistent in all respects with the requirements (if any) set forth in this AGREEMENT and the CONTRACTOR'S then current protocols for service emergencies. Immediately upon CONSORTIUM'S approval of the Disaster Recovery and Security Plan, CONTRACTOR shall implement the same in accordance with its provisions. CONTRACTOR shall ensure that the Disaster Recovery and Security Plan, and the corresponding disaster recovery and security Services provided by CONTRACTOR, shall be consistent with any limitations imposed by law and shall be appropriate and comprehensive, using industry best practices and methods and state-of-the-art technology, to at all times ensure the availability, security, integrity and confidentiality of the Services. At least thirty (30) calendar days prior to each anniversary date of this AGREEMENT, CONTRACTOR and CONSORTIUM shall review and revise the Disaster Recovery and Security Plan as appropriate to reflect any changes to CONSORTIUM'S operating environment or requirements and submit it to CONSORTIUM for review, comment, and approval.

## ARTICLE 24
## CONFIDENTIALITY OF DATA

**Section 24.01.** "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) (i) of CONTRACTOR, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, (ii) of CONSORTIUM, that CONSORTIUM makes available to CONTRACTOR in order to carry out this AGREEMENT, or which becomes available to CONTRACTOR in carrying out this AGREEMENT, including all financial, statistical, personal, student, technical and other data and information relating to CONSORTIUM'S operation, or (iii) of either disclosing party, designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Neither party shall use for its own account or the account of any third party, nor disclose to any third party, any of the other party's Confidential Information. This AGREEMENT is intended to cover Confidential Information received by the receiving party both prior and subsequent to the date hereof.

**Section 24.02.** Notwithstanding the above, the term "Confidential Information" does not include any information that is either:

(i) available from public sources or in the public domain, through no fault of the receiving party; or

(ii) received at any time from any third party without breach of a non-disclosure obligation to the disclosing party; or

(iii) readily discernible from publicly available products or literature; or

(iv) approved for disclosure by prior written permission of a corporate officer of the disclosing party.

**Section 24.03.** Notwithstanding Section 24.01 above, the receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, including the Tennessee Open Records Act, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy (except to the extent the receiving party's compliance with the foregoing would cause it to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and allows the disclosing party to use commercially reasonable efforts to obtain confidential treatment for any Confidential Information requested for disclosure.

**Section 24.04.** The Tennessee Open Records Act, T.C.A. §10-7-503, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State or local agency regardless of the physical form or character. ALL OR MOST OF THE INFORMATION CONTAINED IN THIS CONTRACT WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE OPEN RECORDS ACT. PRICES QUOTED IN THIS CONTRACT ARE NOT A TRADE SECRET.

If CONTRACTOR considers any provision of this AGREEMENT to be exempt from disclosure as a trade secret or otherwise, the burden is on CONTRACTOR to specifically identify such provision. CONSORTIUM, to the extent allowed by law and in accordance with these terms and conditions, will honor a designation of nondisclosure. CONTRACTOR will be required to defend any claim of trade secret or other basis for nondisclosure in the event of an administrative or judicial challenge to CONSORTIUM'S nondisclosure. Notwithstanding the foregoing, CONTRACTOR will not disclose any information protected by state or federal law to a third party without the written approval of the applicable DISTRICT. CONTRACTOR will use data and information provided by the CONSORTIUM and/or the DISTRICTS only for the purpose of fulfilling its duties and providing or improving services under this Agreement. CONTRACTOR will ensure that all data and information received by CONTRACTOR pursuant to this Agreement or in the possession of others to whom CONTRACTOR may have transferred Data are either destroyed in a manner that it cannot be recovered or are transferred to the appropriate DISTRICT when such are no longer needed for their specified purpose or at the request of a DISTRICT. CONTRACTOR will store and process data in accordance with industry best practices, including but not limited to, appropriate administrative, physical, and technical safeguards to secure data from unauthorized access, disclosure, and use. CONTRACTOR will immediately notify the CONSORTIUM and any affected DISTRICT(S) if data provided pursuant to this Agreement is breached or improperly disclosed, whether such disclosure is intentional or unintentional.

**Section 24.05.** CONTRACTOR understands that student records, including but not limited to, IEPs and student disciplinary records, are subject to the Family Educational Rights and Privacy Act. CONTRACTOR agrees that neither it nor its employees will disclose any student's education record to any other party without the prior consent of the respective DISTRICTS and the respective student's parents (or if the student is 18 years of age or older, the student). CONTRACTOR agrees that no student's education record or the content contained therein may be used by the CONTRACTOR for any purpose other than performing its obligations under the terms of this Agreement. CONTRACTOR agrees to indemnify and hold harmless the CONSORTIUM and the respective DISTRICTS for any improper use or disclosure of any student's education record that is provided to CONTRACTOR and/or its employees under the terms of this Agreement.

## ARTICLE 25
## SUBCONTRACTORS

**Section 25.01.** CONTRACTOR shall not subcontract all or any part of the Services without the prior written consent of CONSORTIUM, which will not be unreasonably withheld. Each subcontractor will perform only the specific Services described with regard to such subcontractor in a written request submitted by CONTRACTOR to CONSORTIUM when seeking such consent; and no change may be made to the specific Services performed by a particular subcontractor, and no substitution, replacement, or change of subcontractors may be made, without the advance written consent of CONSORTIUM, which will not be unreasonably withheld. All performance of Services by each subcontractor shall at all times be in accordance with the terms and conditions of this AGREEMENT. CONTRACTOR covenants that its arrangements with subcontractors shall not prohibit or restrict any such subcontractor from, at any time, entering into direct agreements with CONSORTIUM. CONSORTIUM'S consent with respect to CONTRACTOR'S use of a particular proposed subcontractor, shall be given or withheld in writing within CONTRACTOR'S reasonably requested timeframe, and, if such consent is withheld, CONSORTIUM'S notice thereof to CONTRACTOR shall set forth the reasons for such withholding of consent. If CONSORTIUM determines in good faith and in a commercially reasonable manner that the performance or conduct of any subcontractor is unsatisfactory, CONSORTIUM may notify CONTRACTOR of its determination in writing, indicating the reasons therefor, in which event CONTRACTOR shall promptly take all necessary actions to remedy the performance or conduct of such subcontractor or to replace such subcontractor by another third party or by CONTRACTOR personnel. CONTRACTOR shall be solely and exclusively responsible for supervising the activities and performance of each subcontractor. CONTRACTOR and each such subcontractor shall be jointly and severally responsible for any act or omission of such subcontractor engaged to provide the Services under this AGREEMENT. Notwithstanding the fact that a subcontractor may be the party actually performing particular Services hereunder, CONTRACTOR shall at all times: (i) constitute the primary obliger for all of CONTRACTOR'S duties and obligations hereunder; and (ii) be liable and responsible as a principal for the performance of all of the duties and obligations of CONTRACTOR hereunder that CONTRACTOR may elect to subcontract to any of its subcontractors or to any other third party. Any subcontractor performing services pursuant to this AGREEMENT shall comply with the requirements for drug testing and background check set forth in Article 7.

## ARTICLE 26
## CONTRACTOR COMPENSATION

**Section 26.01.** Each DISTRICT agrees to pay CONTRACTOR the rates set forth on Exhibit A for pupil transportation services rendered during the term of the AGREEMENT. A minimum of 175 days per school year is to be used in applying the daily rate.

**Section 26.02. TIME MEASUREMENTS OF ROUTES:** Routes will be based on the run times as described in Exhibit A. Compensated times will be determined by the CONSORTIUM'S Director of Transportation based upon trial runs and/or computer designed schedules. CONTRACTOR and CONSORTIUM will review all routes before the start of each school year and summer school. If there is a disputed route time exceeding or being less than the computer designed schedule, the routes will be identified in writing to the other party and the daily count log of pupils by route and by stop for the pick-up and delivery of pupils will be provided to the CONSORTIUM'S Transportation Division for review. In five (5) working days, the CONSORTIUMS' transportation division will review the route and, if necessary, drive the route and/or follow the bus on the route, and render its findings. No reviews will be submitted during the first four (4) weeks of school. No weather disputes will be submitted or reviewed. No road construction will be submitted or reviewed unless the road construction is a safety hazard, or the time of construction shall exceed one (1) month based on the projected end date provided by the Town of Arlington, the Town of Collierville, the City of Bartlett, the City of Germantown, or City of Lakeland. Any route deviation due to road construction will automatically end based on the projected end date provided by the Town of Arlington, the Town of Collierville, the City of Bartlett, the City of Germantown, or the City of Lakeland.

**Section 26.03. ROUTES EXTENDING PAST THE SET HOURLY RATES:** If routes extend past the hours based on the TIME MEASUREMENT OF ROUTES and Exhibit A, they shall be billed based on the actual minutes of overage incurred on the route (i.e., billed on actual time from gate to gate). The calculation shall be based on the Route Rate in effect for the school year divided by the number of hours for that type of Route (Regular or Special Education or Climate Control) equaling the rate per hour divided by sixty (60) providing the applicable overage rate on a route. Whenever a route has a consistent "overage," the CONSORTIUM and the CONTRACTOR may mutually agree upon a new route time for such route.

**Section 26.04 Rate Adjustment:**

a. If the average daily number of routes is reduced by eight (8) buses or more, then CONSORTIUM agrees to renegotiate in good faith the rates provided in Exhibit A if such renegotiation is requested by CONTRACTOR.

b. If it is determined that a five percent (5%) change in service is to be instituted by the CONSORTIUM due to elimination of mid-day routes, shuttle runs, trips or after school programs, then CONSORTIUM agrees to renegotiate in good faith the rates provided in Exhibit A.

c. The rates set forth on Exhibit A shall be subject to adjustment annually. On July 1 in each AGREEMENT year the rates will be adjusted upward by 4.0%, as reflected on Exhibit A.

d. In the event that CONTRACTOR and CONSORTIUM cannot agree on a rate increase pursuant to the provisions of Section 26.0(a) or (b) herein, the parties shall agree to select an arbitrator to determine a reasonable adjustment to the rates set forth on Exhibit A, with the arbitrator's decision to be binding on the parties. However, the arbitrator's decision shall be based solely upon Memphis, Tennessee wage rate data provided by the U.S. Bureau of Labor Statistics.

## ARTICLE 27
## MISCELLANEOUS

**Section 27.01.** ASSIGNMENT. The Services contemplated under this AGREEMENT are deemed to be personal services and shall not be assigned by CONTRACTOR without prior written consent of the CONSORTIUM. The CONTRACTOR may assign this AGREEMENT if the assignment is made to a parent, subsidiary, related or affiliated company.

**Section 27.02.** STATUS OF CONTRACTOR. CONTRACTOR shall be construed as being an independent CONTRACTOR employed to provide transportation services only. Neither CONTRACTOR nor any of its employees shall be held or deemed in any way to be an agent, employee or official of CONSORTIUM. CONTRACTOR shall be responsible for and hold CONSORTIUM harmless from any liability for unemployment taxes or contributions, payroll taxes or other Federal or State employment taxes.

**Section 27.03.** PLACE OF AGREEMENT/GOVERNING LAW. This AGREEMENT shall be deemed to be presented in and shall be construed in accordance with the laws of the State of Tennessee. All references in this request to "this State" shall mean the State of Tennessee. The Parties agree that all disputes brought under this Agreement shall be filed in a court of competent jurisdiction in Shelby County, Tennessee.

**Section 27.04.** SEVERABILITY. In the event that any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of this AGREEMENT shall remain in full force and effect.

**Section 27.05.** NOTICES TO PARTIES. All notices to be given by the parties to this AGREEMENT shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail.

Notices to CONSORTIUM shall be sent and addressed to each DISTRICT as follows, or as changed by giving written notice of said address:

(a) Notices to Arlington Community Schools Board of Education shall be sent to:

Attn: Superintendent's Office
Arlington Community Schools
12060 Arlington Trail
Arlington, TN 38002

(b) Notices to Bartlett City Schools Board of Education shall be sent to:

Attn: Superintendent's Office
Bartlett City Schools Board of Education
5705 Stage Road
Bartlett, TN 38134

(c) Notices to Collierville Schools Board of Education shall be sent to:

Attn: Superintendent's Office
Collierville Schools
145 West Poplar Ave.
Collierville, TN 38017

(d) Notices to Germantown Municipal School District Board of Education shall be sent to:

Attn: Superintendent's Office
Germantown Municipal School District Board of Education
3350 South Forest Hill Irene Road
Germantown, TN 38138

(e) Notices to Lakeland School System Board of Education shall be sent to:

Attn: Superintendent's Office
Lakeland School System
10001 Highway 70
Lakeland, TN 38002

Notices to CONTRACTOR shall be addressed to:

Attn: Contract Administrator
Durham School Services
2601 Navistar Dr.
Lisle, IL 60532

**Section 27.07.** ENTIRE AGREEMENT. This AGREEMENT sets forth all of the covenants, promises, assurances, agreements, representations, conditions, warranties, statements and understandings between CONSORTIUM and CONTRACTOR concerning the transportation services to be rendered during the term of the AGREEMENT. There are no representations, either oral or written, between CONSORTIUM and CONTRACTOR other than those contained in this AGREEMENT. No modification of this AGREEMENT shall be binding upon the parties unless evidenced by an agreement, in writing, signed by the duly authorized representatives of CONSORTIUM and CONTRACTOR after the date hereof.

**Section 27.08.** COUNTERPARTS. This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**Section 27.09.** Waiver. No waiver of any term of this AGREEMENT will be valid unless in writing and duly approved by all parties.

**Section 27.10.** No Consent to Breach. No consent or waiver, express or implied, by any Participating Employer to or of any breach or default by any other Participating Employer, in the performance by such other parties of its obligations hereunder, shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any parties to complain of any act or failure to act of any other parties, or to declare such parties to be in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting Participating Employer of its rights hereunder.

**Section 27.11.** Headings. The headings in this AGREEMENT are for convenience and reference and are not intended to define or limit the scope of any provision of this AGREEMENT.

**[SIGNATURES ON NEXT PAGE]**

**DURHAM SCHOOL SERVICES, L.P.**

Name: Gary L. Waits, Jr.

Title: CEO, Student Transportation

Date: March 10, 2023

Signature: _____

**COLLIERVILLE SCHOOLS MUNICIPAL SCHOOL DISTRICT**

Name: _____

Title: _____

Date: _____

Signature: _____

**ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION**

Name: _____

Title: _____

Date: _____

Signature: _____

**BARLETT CITY SCHOOLS BOARD OF EDUCATION**

Name: _____

Title: _____

Date: _____

Signature: _____

**GERMANTOWN MUNICIPAL SCHOOL DISTRICT BOARD OF EDUCATION**

Name: _____

Title: _____

Date: _____

Signature: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

**LAKELAND SCHOOL SYSTEM BOARD OF EDUCATION**

Name: _____

Title: _____

Date: _____

Signature: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**Alternate 2 Proposal**
**12 Year Max Fleet - Type D & Type C Buses on Gen Ed Routes**

**Purchasing Department**
**Collierville Schools**
**Administration Offices**
**145 West Poplar Avenue**
**Collierville, Tennessee 38017**

## STUDENT TRANSPORTATION SERVICES PRICING SHEET

Name / Contractor: Durham School Services, L.P.

| Rates | | | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 |
|---|---|---|---|---|---|---|
| Vehicle Type | Number of Vehicles | Number of Days Per Year | Cost Per Bus Per Day | Cost Per Bus Per Day | Cost Per Bus Per Day | Cost Per Bus Per Day *** |
| | | | | | | |
| **Regular Transportation** | | | | | | |
| 78 Passenger Type D (Double Route) | 45 | 175 | $360.70 | $375.13 | $390.14 | $405.75 |
| 78 Passenger Type D (Triple Route) | 69 | 175 | $422.95 | $439.87 | $457.46 | $475.76 |
| **No Child left behind** | 0 | 175 | N/A | N/A | N/A | N/A |
| **Special Education Transportation** | | | | | | |
| 19 Pass. (W/C units) - Double Routes | 9 | 175 | $382.09 | $397.37 | $413.26 | $429.79 |
| 19 Pass. (W/Cr units) - Triple Routes | 16 | 175 | $413.91 | $430.47 | $447.69 | $465.60 |
| Bus Assistants - Double Routes * | 9 | 175 | $138.63 | $144.18 | $149.95 | $155.95 |
| Bus Assistants - Triple Routes ** | 16 | 175 | $176.44 | $183.50 | $190.84 | $198.47 |
| **Misc. Transportation Programs** | | | | | | |
| Summer School | 15 | 18 | $382.09 | $397.37 | $413.26 | $429.79 |
| Summer School - Bus Assistants | 15 | 18 | $138.63 | $144.18 | $149.95 | $155.95 |
| Saturday School | 0 | 0 | N/A | N/A | N/A | N/A |
| | | | | | | |

* Hours in excess of 5.5 hours per monitors per day will be billed at $25.21 per hour and will increase by 4.0% annually.
** Hours in excess of 7.0 hours per monitors per day will be billed at $25.21 per hour and will increase by 4.0% annually.
*** 26/27 SY rates will be negotiated, we have assumed a 4.0% rate increase in the pricing above.

| | | | |
|---|---|---|---|
| Sports/Activity Trips | ***Cost Per Hour | $49.75 | |
| | ***Minimum Per Trip | $99.50 | |
| Mid-Day Shuttle | ***Cost per hour (1 Hr Min) | $49.75 | |
| | | | |
| | | | |
| Grand Total (Excludes Trips & Mid-Day) | | | $10,561,342.15 |

*** Rates will increase by 4.0% annually.

State your cost per $1,000.00 for Performance, Materials and Labor Bond, if required $ 5.40

GERMANTOWN
MUNICIPAL SCHOOL DISTRICT
Empowering Personal Potential

3350 S. Forest Hill Irene Rd • Germantown, TN 38138 • 901.752.7900 • Fax 901.757.6479 • www.gmsdk12.org

To: GMSD Board of Education
From: GMSD Human Resources Department
Re: Shared Health Clinic with *PartneredWell*
Date: May 12, 2026 Work Session

## Health Clinic

**Current GMSD Health Clinic:** GMSD currently operates a one site health clinic named the *GMSD Health and Wellness Center* through a third-party administrator called *Community Care Associates*. The clinic is open three (3) days a week (Mondays, Wednesday, and Fridays) from 7:00am-5:00pm and is available for GMSD employees, dependents, and retirees who are currently enrolled in GMSD health insurance. Services offered through the clinic include treating non-urgent, minor medical conditions, preventative care, chronic disease management, and serves as a worker's compensation medical facility. The annual cost to operate the GMSD Health and Wellness Center is approximately $540,000. GMSD's partnership with *Community Care Associates* is ending on September 24, 2026.

**Limits of Current Health Clinic**: Operating costs limit ability to increase clinic hours. Pharmacy formulary has had minimal impact on reducing prescription claims. Data analytics do not use GMSD claims data to clearly demonstrate the clinic's impact on GMSD's overall health plan.

**Shared Health Clinic with *PartneredWell* (Baptist Urgent Care):**

- Access to six (6) health centers in the Memphis area (Germantown, Collierville, Bartlett, Olive Branch, and Horn Lake) plus 80 health centers across the United States
- Open seven (7) days a week: Mon-Fri. 8:00am-8:00pm, Sat. 9:00am-5:00pm, Sun. 1:00pm-5:00pm
- Priority access for GMSD employees, dependents, and retirees at all centers
- Acute & Primary Care, Worker's Compensation, and Care Coordination Services
- Reporting & Analytics capability tied directly to GMSD claims data
- Expanded Pharmacy Formulary, which offers a $0.00 copay for brand name drugs, which has a potential savings of around $700,000 annually for GMSD's health insurance plan
- Estimated cost for shared health clinic is $396,000 annually

**Recommendation:** The GMSD Human Resources Department, along with the full support of our benefits consultant, Employee Security Planning, LLC, is recommending the GMSD Board of Education accept the Shared Nearsite Health Center offer with *PartneredWell.*

*Alignment to GMSD's Strategic Plan:*

**Goal 3:** Attract, Build, and Celebrate Exemplary Employees

**Objective 3.3:** Foster a culture of ongoing appreciation, recognition, and support that honors employee commitment and promotes long-term retention.

**Strategy 3.3.1:** Clearly define, routinely evaluate, and consistently communicate a comprehensive compensation approach that honors the contributions of all employees.

**Strategy 3.3.2:** Support employee wellness programs that strengthen physical health, emotional resilience, and social connection.

**Strategy 3.3.3:** Explore and implement innovative retention strategies that reflect employee needs, celebrate contributions, and strengthen long-term commitment.

*Germantown Municipal School District offers educational and employment opportunities without regard to race, color, creed, national origin, religion, sex, age, or disability and adheres to the provisions of the Family Education Rights and Privacy Act (FERPA).*

# Germantown Municipal School District
## Budget Amendment

Fiscal Year: 2025-2026 Amendment # 11

| GMSD Acct # | GMSD Acct | Original Budget | Approved Changes | Requested Changes | Amended Budget |
|---|---|---|---|---|---|
| 141-71100-116 - REGED | Teachers | - | - | 411,736 | 411,736 |
| 141-71100-163 | Educational Assistants | - | - | 27,000 | 27,000 |
| 141-71100-201 | Social Security | - | - | 28,000 | 28,000 |
| 141-71100-204 | TCRS | - | - | 32,500 | 32,500 |
| 141-71100-212 | Medicare | - | - | 6,500 | 6,500 |
| 141-71100-217 | TCRS | - | - | 2,500 | 2,500 |
| 141-71100-399 | Other Contracted Services | - | - | 6,000 | 6,000 |
| 141-71100-429 | Instructional Supplies and Materia | - | - | 152,728.28 | 152,728.28 |
| 141-71100-499 | Other Supplies & Materials | - | - | 20,000 | 20,000 |
| 141-72120-131 - HEALTH | Medical Personnel | - | - | 16,630 | 16,630 |
| 141-72120-201 | Social Security | - | - | 1,000 | 1,000 |
| 141-72120-204 | TCRS | - | - | 1,200 | 1,200 |
| 141-72120-217 | TCRS | - | - | 220 | 220 |
| 141-72120-212 | Medicare | - | - | 500 | 500 |
| 141-72120-499 | Other Supplies & Materials | - | - | 440 | 440 |
| 141-72130-123 - OTH STUDENT SUPPT | Guidance Personnel | - | - | 16,630 | 16,630 |
| 141-72130-201 | Social Security | - | - | 1,010 | 1,010 |
| 141-72130-204 | TCRS | - | - | 1,200 | 1,200 |
| 141-72130-212 | Medicare | - | - | 325 | 325 |
| 141-72130-217 | TCRS | - | - | 100 | 100 |
| 141-72410-104 - OFC OF PRINCIPAL | Principal Salaries | - | - | 25,000 | 25,000 |
| 141-72410-162 | Clerical Personnel | - | - | 7,850 | 7,850 |
| 141-72410-201 | Social Security | - | - | 2,000 | 2,000 |
| 141-72410-204 | TCRS | - | - | 2,000 | 2,000 |
| 141-72410-212 | Medicare | - | - | 500 | 500 |
| 141-72410-217 | TCRS | - | - | 100 | 100 |
| 141-72410-435 | Office Supplies | - | - | 1,500 | 1,500 |
| 141-73100-165 - FOOD SERVICE | Cafeteria Personnel | - | - | 10,400 | 10,400 |
| 141-73100-422 | Food Supplies | - | - | 17,000 | 17,000 |
| 141-46590 | Revenues - Summer Learning Cai | - | - | 792,569.28 | 792,569.28 |

GMSD Board Chair _____ Date _____

GMSD Superintendent _____ Date _____

# GMSD BUDGET

OTHER FUNDS
FIRST READING
MAY 19, 2026

FY 27

GMSD

## BUDGET REPORT

### 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.

### ABOUT GMSD

Germantown Municipal School District (GMSD) serves more than 5,800 students across seven schools in Germantown, Tennessee. Known for academic excellence, strong parent involvement, and a focus on the whole child, GMSD includes three elementary schools (K-5), one K-8 school, one middle school (6-8), one high school (9-12), and an online learning academy. Since launching in 2014, the district has consistently ranked among the top public school systems in the state.

### INVESTED IN WHAT MATTERS

This year's budget represents more than operational needs—it's a commitment to the bold goals in our Strategic Plan, from narrowing achievement gaps to recruiting and retaining top talent.

Over 75% of our budget is invested in people—because research tells us an effective teacher is the most impactful factor in student success. This plan reflects that priority.

**Brian Curry**, Chairman
**Angela Griffith**, Vice Chairman
**Scotty Hendricks Jr.**, Member
**Brian Curry**, Member
**Ryan Strain**, Member

**Jason Manuel**, Superintendent
**Josh Cathey**, Deputy Superintendent
**Missy Abel**, Assistant Superintendent Teaching Learning, and Assessment
**Chauncey Bland**, Assistant Superintendent Student Services
**Sarah Huffman**, Assistant Superintendent Exception Student Education
**Stuart Reckord**, Chief Financial Officer
**Elissa Stratton**, Assistant Superintendent Human Resources
**Kate Crowder**, Communications Supervisor

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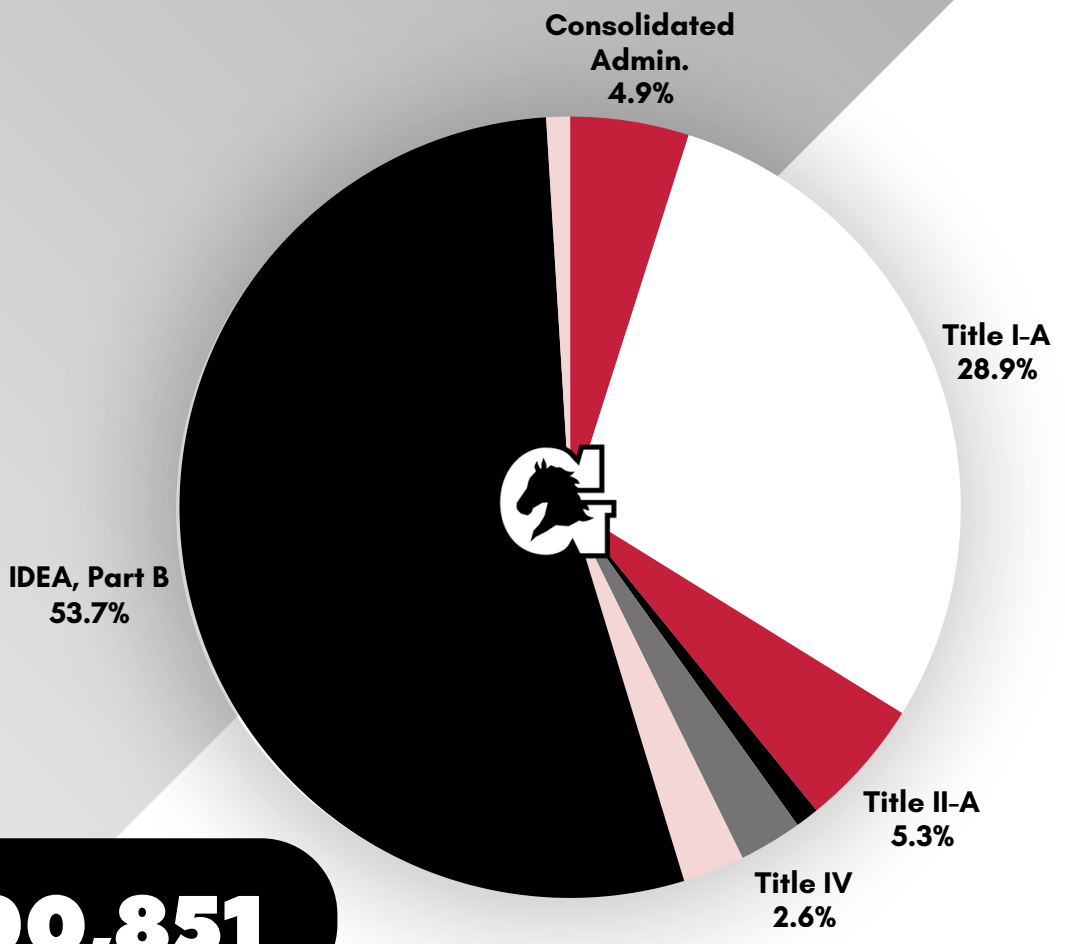
# FEDERAL PROJECTS REVENUES




**$ 2,490,851**

## SUBCATEGORIES

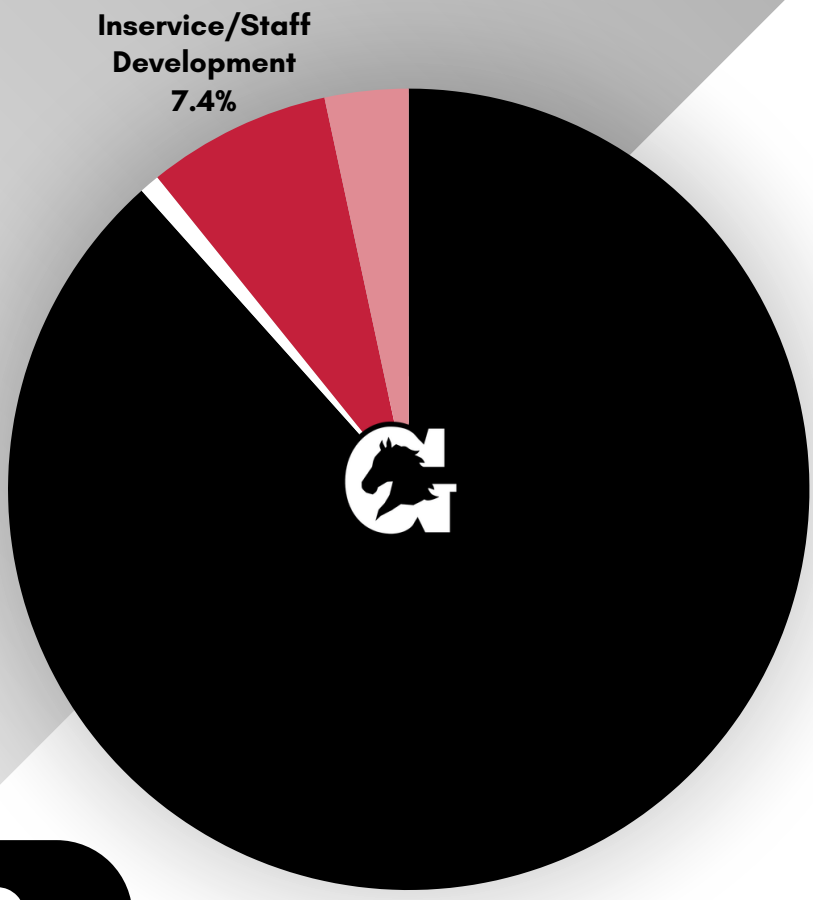
- Consolidated Admin
- Title I-A
- City Taxes
- Title II-A
- Title III
- Title IV
- Carl Perkins Basic
- "IDEA, Part B"
- IDEA Preschool

## FEDERAL PROJECTS REVENUES

| Program | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| 010 | Consolidated Admin. | 122,200 | 78,700 | 74,502 |
| 100 | Title I-A | 720,544 | 895,174 | 1,889,685 |
| 200 | Title II-A | 132,214 | 111,826 | 142,273 |
| 300 | Title III | 24,181 | 16,970 | 15,919 |
| 400 | Title IV | 65,055 | 75,266 | 182,317 |
| 800 | Carl Perkins Basic | 63,761 | 61,175 | 51,930 |
| 900 | IDEA, Part B | 1,338,411 | 1,289,182 | 1,129,515 |
| 910 | IDEA, Preschool | 24,485 | 23,483 | 33,597 |
| | **FEDERAL PROJECTS REVENUES TOTAL:** | **2,490,851** | **2,551,776** | **3,519,738** |

Title I-A provides funding for children from low-income families. This funding is allocated based on census poverty estimates. Annual IDEA funding also supports special education programs to meet the needs of children with disabilities.

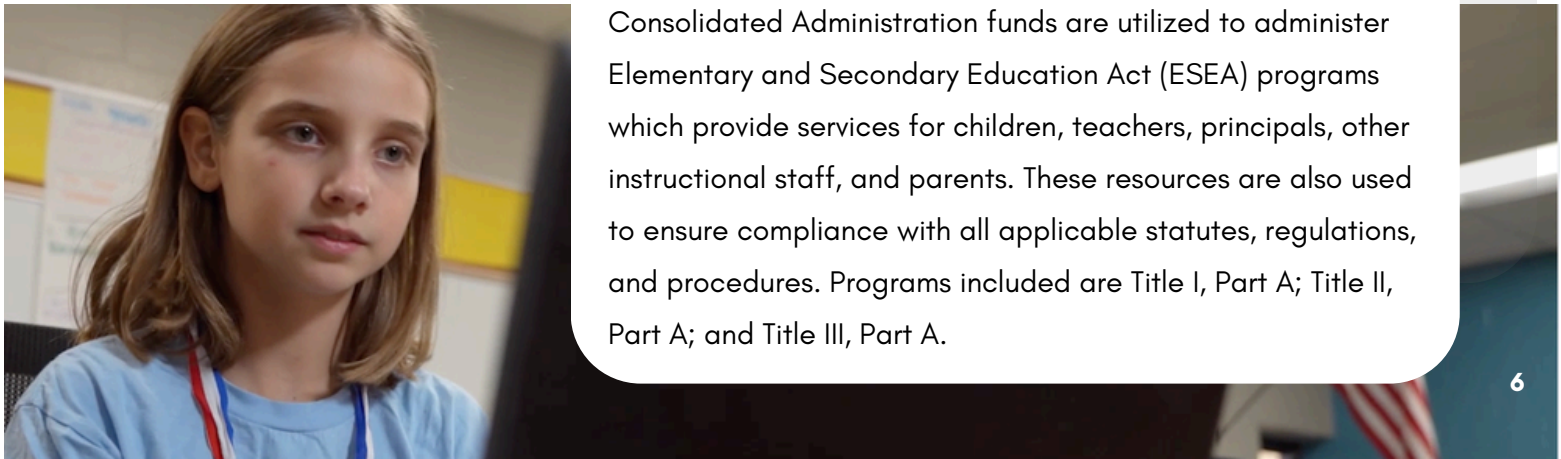
# CONSOLIDATED ADMINISTRATION




**$ 122,200**

## OVERVIEW

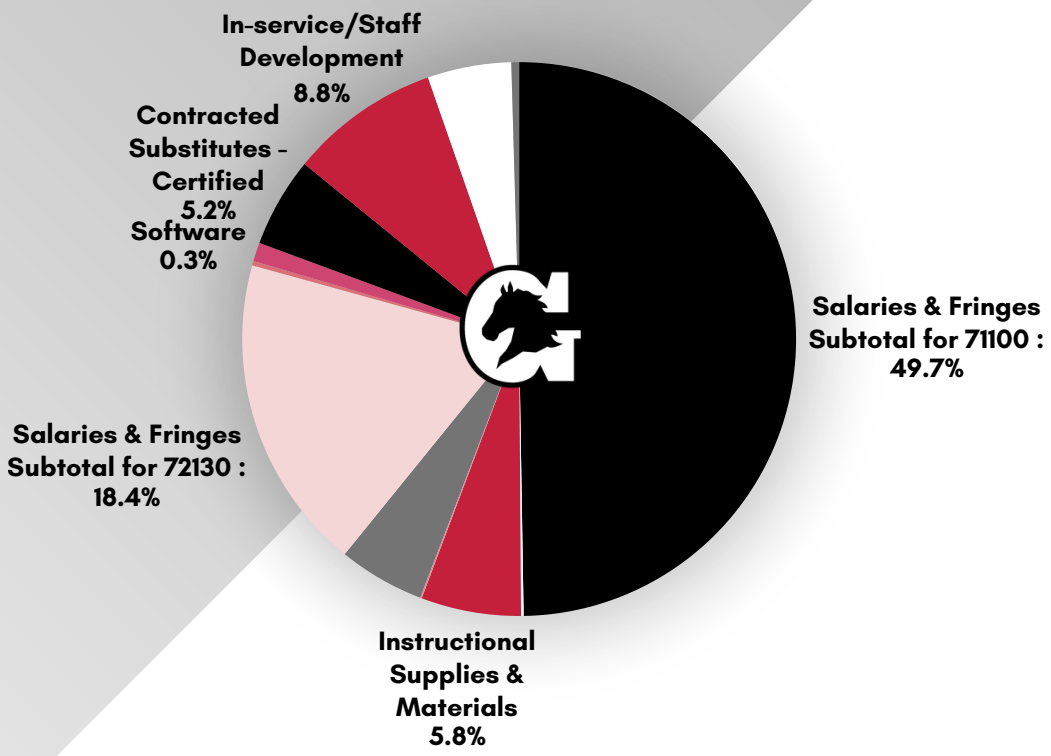
Consolidated Administration funds are utilized to administer Elementary and Secondary Education Act (ESEA) programs which provide services for children, teachers, principals, other instructional staff, and parents. These resources are also used to ensure compliance with all applicable statutes, regulations, and procedures. Programs included are Title I, Part A; Title II, Part A; and Title III, Part A.



## CONSOLIDATED ADMIN

| Fund | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| Support: Regular Instruction (72210) | | | | |
| 189 | Other Salaries & Wages (0.5 FTE) | 90,138 | 55,235 | 54,122 |
| 201 | Social Security | 5,589 | 3,606 | 3,188 |
| 204 | State Retirement | 5,210 | 4,000 | 3,442 |
| 206 | Life Insurance | 145 | 76 | 81 |
| 207 | Medical Insurance | 5,615 | 4,130 | 4,127 |
| 212 | Medicare | 1,310 | 850 | 745 |
| | **Salaries & Fringes Subtotal for 72210 :** | **108,007** | **67,897** | **65,705** |
| 499 | Other Supplies and Materials | 1,000 | 300 | - |
| 524 | Inservice/Staff Development | 9,068 | 8,503 | 5,797 |
| 790 | Other Equipment | - | - | - |
| Transfers Out (99100) | | | | |
| 504 | Indirect Costs | 4,125 | 2,000 | 3,000 |
| | **CONSOLIDATED ADMIN TOTAL:** | **122,200** | **78,700** | **74,502** |

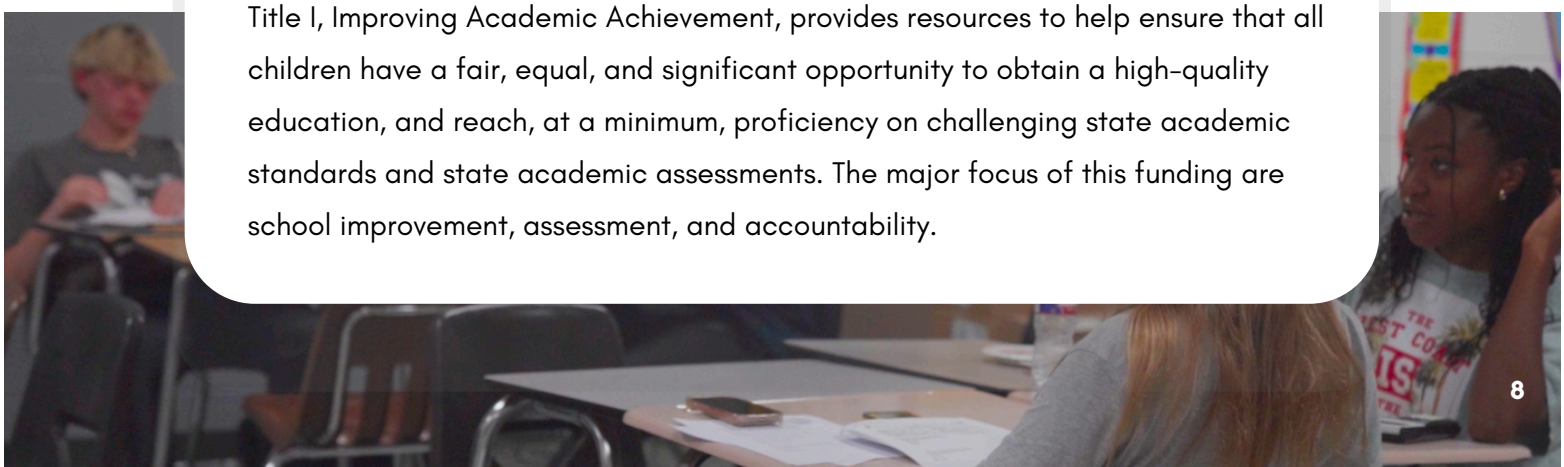
# TITLE I-A




# $ 720,544

## OVERVIEW

Title I, Improving Academic Achievement, provides resources to help ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education, and reach, at a minimum, proficiency on challenging state academic standards and state academic assessments. The major focus of this funding are school improvement, assessment, and accountability.



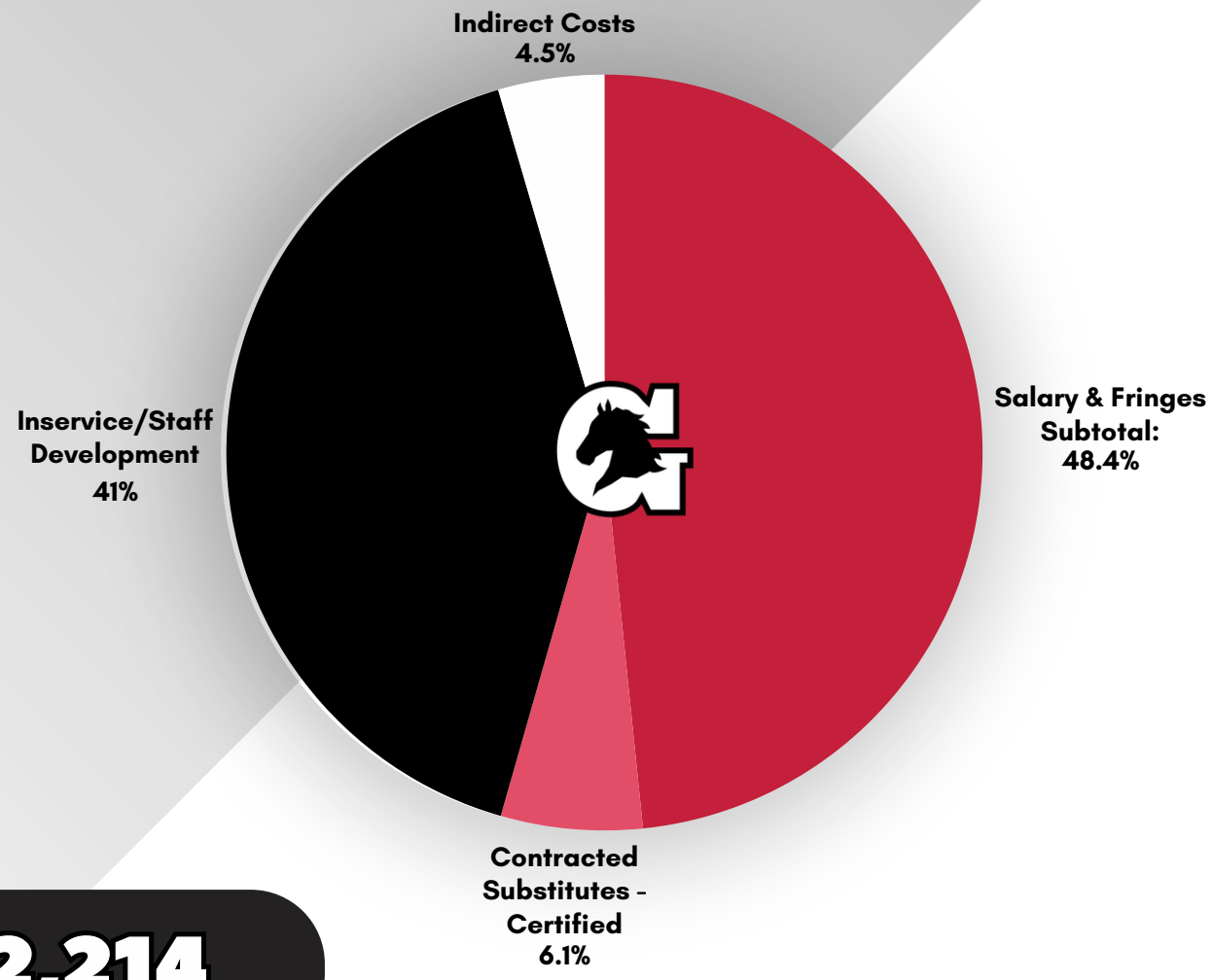
## TITLE I-A

| Fund | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| **Regular Instruction (71100)** | | | | |
| 116 | Teachers | 174,700 | 246,600 | 215,152 |
| 189 | Other Salaries & Wages | 105,170 | 148,797 | 163,123 |
| 201 | Social Security | 17,944 | 24,775 | 21,758 |
| 204 | State Retirement | 14,850 | 27,560 | 22,668 |
| 206 | Life Insurance | 350 | 400 | 324 |
| 207 | Medical Insurance | 14,564 | 28,430 | 28,062 |
| 212 | Medicare | 3,225 | 6,293 | 5,088 |
| | **Salaries & Fringes Subtotal for 71100 :** | **330,803** | **482,855** | **456,175** |
| 399 | Other Contracted Services (71100) | 1,000 | - | 6,540 |
| 429 | Instructional Supplies & Materials | 38,781 | 68,250 | 226,425 |
| 499 | Other Supplies & Materials (71100) | 600 | 600 | - |
| 722 | Regular Instruction Equipment | 33,470 | 103,091 | 553,811 |

## TITLE I-A

| Fund | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| **Other Student Support (72130)** | | | | |
| 123 | Guidance Personnel | 89,700 | - | |
| 189 | Other Salaries & Wages | 21,000 | 28,000 | 35,000 |
| 201 | Social Security | 7,400 | 2,865 | 2,128 |
| 204 | Retirement | 7,520 | 3,813 | 2,456 |
| 206/7 | Life Insurance | 7,475 | - | - |
| 212 | Medicare | 1,660 | 590 | 498 |
| | **Salaries & Fringes Subtotal for 72130 :** | **122,655** | **35,268** | **40,082** |
| 471 | Software | 1,700 | 6,000 | 4,956 |
| 499 | Other Supplies & Materials | 3,000 | - | 6,297 |
| 599 | Other Charges | 7,292 | 9,041 | 6,259 |
| 790 | Other Eauipment | | | 917 |
| **Support: Regular Instruction (72210)** | | | | |
| 189 | Other Salaries & Wages | 6,400 | 10,500 | 10,500 |
| 201 | Social Security | 520 | 660 | 837 |
| 204 | Retirement | 690 | 1,116 | 991 |
| 212 | Medicare | 95 | 152 | 196 |
| 369 | Contracted Substitutes - Certified | 34,905 | 12,000 | 39,289 |
| 399 | Other Contracted Services | 36,690 | - | - |
| 499 | Other Supplies & Materials (72210) | - | - | - |
| 524 | In-service/Staff Development | 58,342 | 125,641 | 463,227 |
| 790 | Other Equipment | | | - |
| **Transportation (72710)** | | | | |
| 799 | Travel | 2,000 | - | |
| **Transfers Out (99100)** | | | | |
| 504 | Indirect Costs | 32,501 | 40,000 | 73,183 |
| | **TITLE I-A TOTAL:** | **720,544** | **895,174** | **1,889,685** |

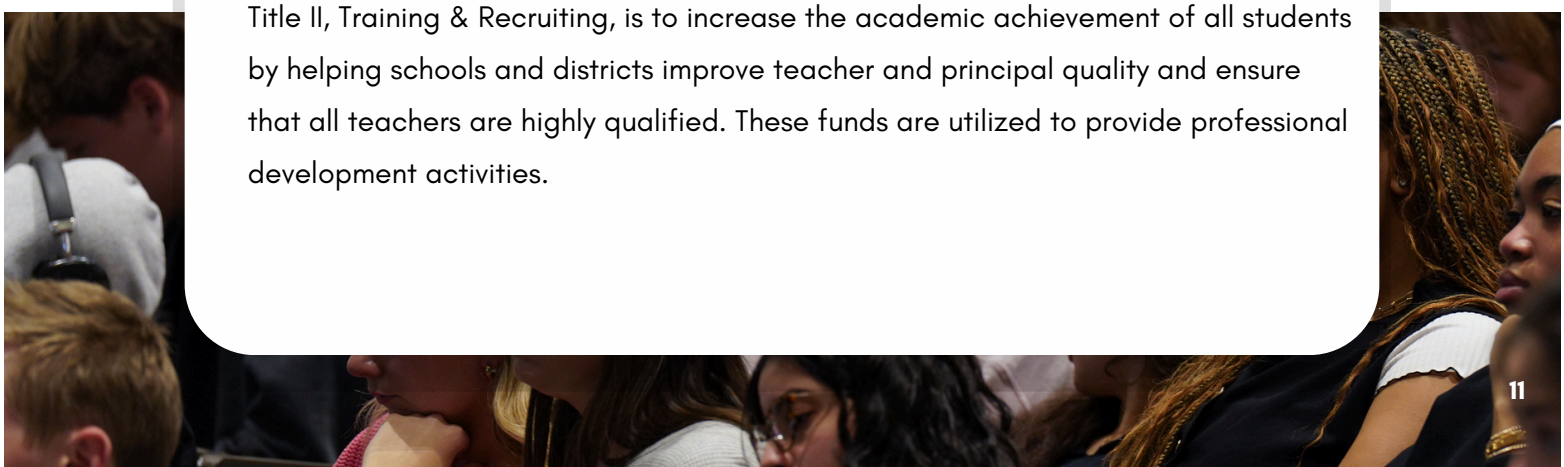
# TITLE II-A




**$ 132,214**

## OVERVIEW

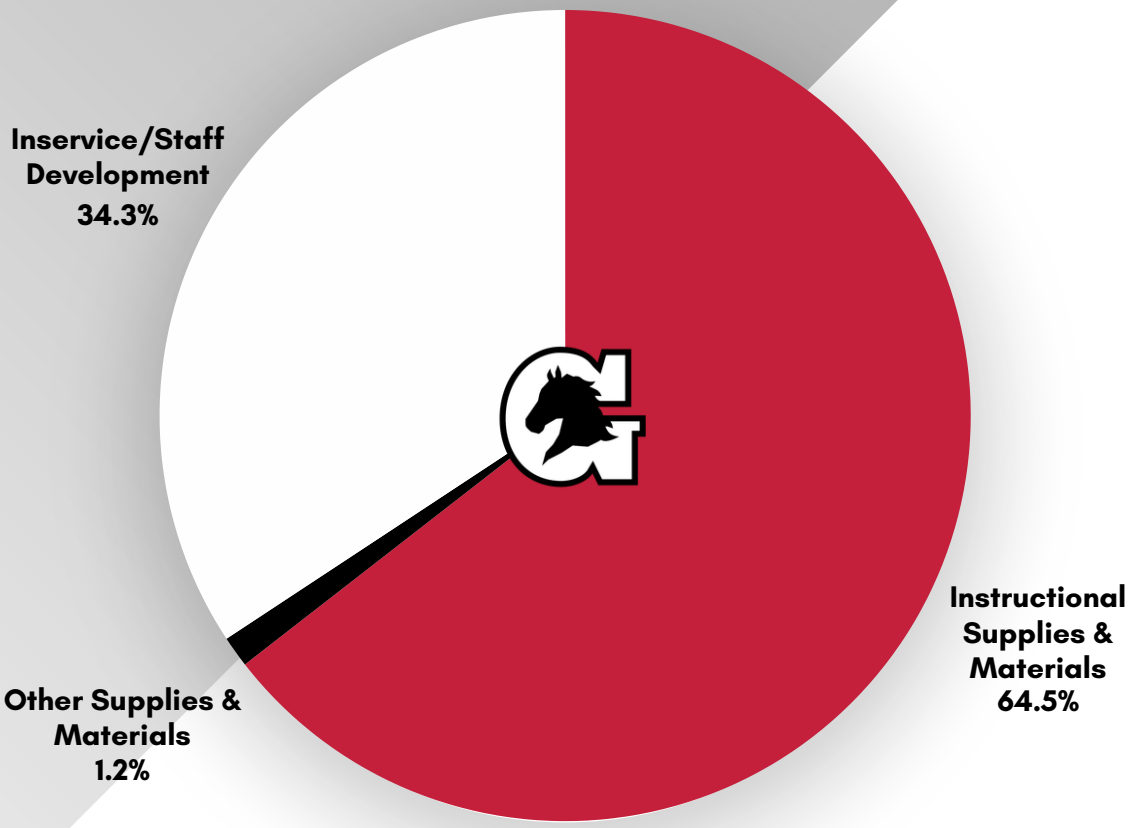
Title II, Training & Recruiting, is to increase the academic achievement of all students by helping schools and districts improve teacher and principal quality and ensure that all teachers are highly qualified. These funds are utilized to provide professional development activities.



## TITLE II-A

| Fund | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| **Support: Regular Instruction (72210)** | | | | |
| 189 | Other Salaries & Wages | 52,600 | 49,556 | 46,956 |
| 201 | Social Security | 3,300 | 3,100 | 2,738 |
| 204 | State Retirement | 3,600 | 3,380 | 2,986 |
| 206 | Life Insurance | 88 | 60 | 63 |
| 207 | Medical Insurance | 3,600 | 3,310 | 3,302 |
| 212 | Medicare | 770 | 725 | 641 |
| | **Salary & Fringes Subtotal:** | **63,958** | **60,131** | **56,686** |
| 369 | Contracted Substitutes - Certified | 8,000 | 5,160 | 1,226 |
| 524 | Inservice/Staff Development | 54,256 | 40,535 | 78,361 |
| **Transfers Out (99100)** | | | | |
| 504 | Indirect Costs | 6,000 | 6,000 | 6,000 |
| | **TITLE II-A TOTAL:** | **132,214** | **111,826** | **142,273** |

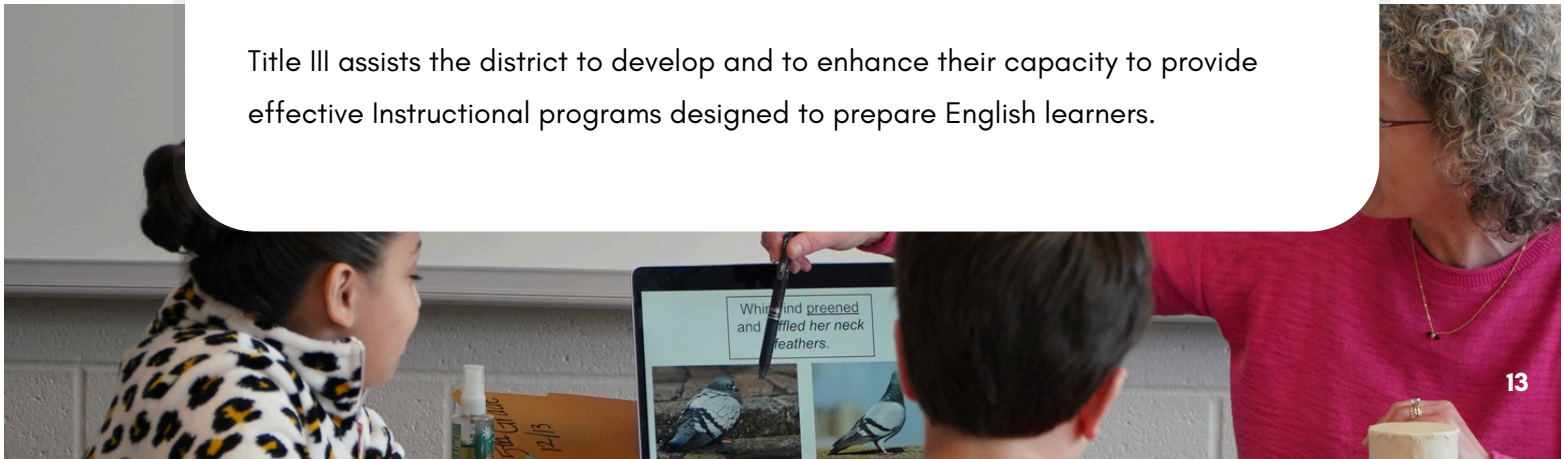
# TITLE III




## $ 24,181

## OVERVIEW

Title III assists the district to develop and to enhance their capacity to provide effective Instructional programs designed to prepare English learners.

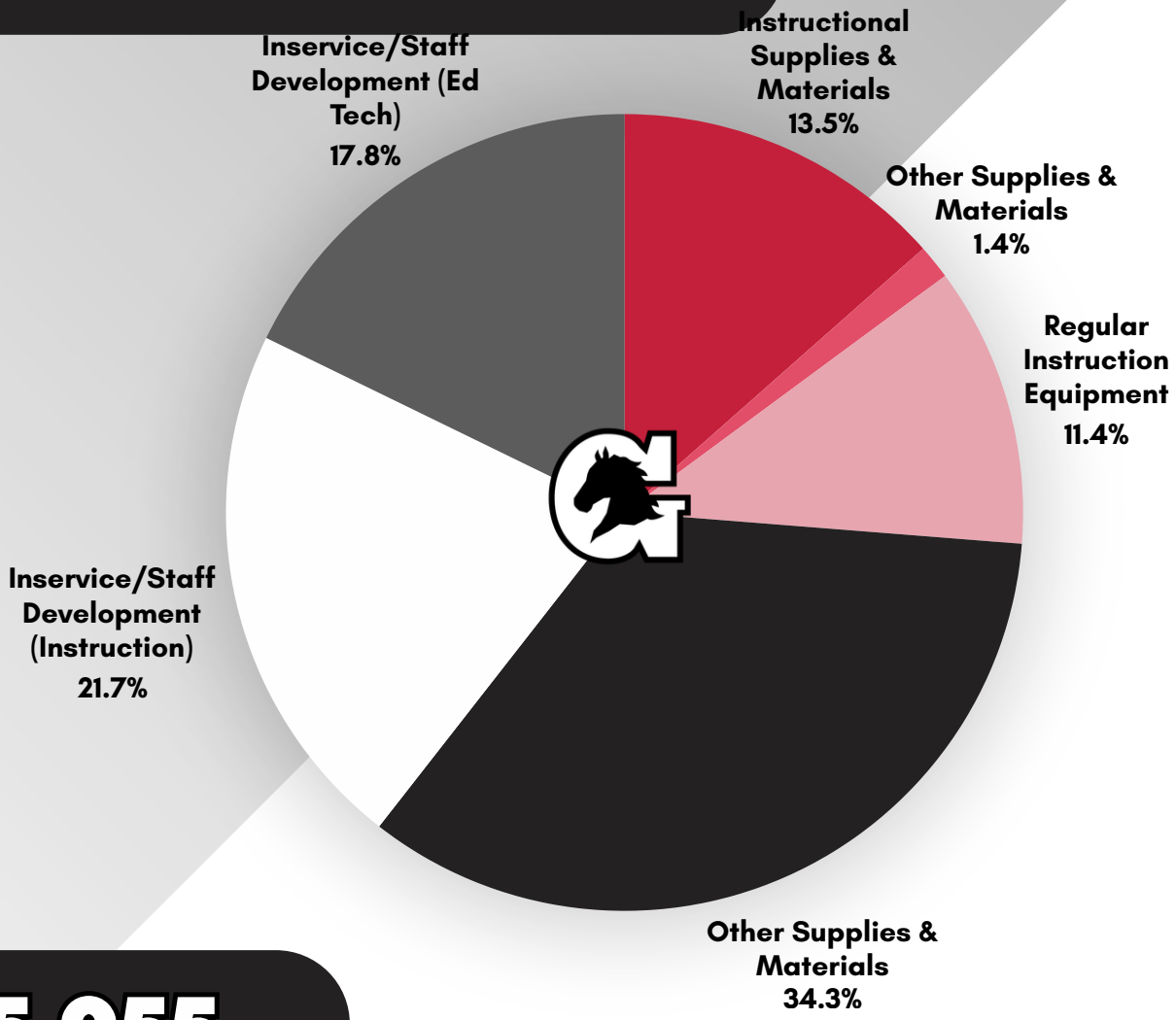


## TITLE III

| Fund | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| **Regular Instruction (71100)** | | | | |
| 429 | Instructional Supplies & Materials | 15,593 | 12,201 | 12,023 |
| **Other Student Support (72130)** | | | | |
| 499 | Other Supplies & Materials | 200 | 200 | 187 |
| **Support: Regular Instruction (72210)** | | | | |
| 524 | Inservice/Staff Development | 8,288 | 4,569 | 3,709 |
| | **TITLE III TOTAL:** | **24,181** | **16,970** | **15,919** |

**Students in GMSD bring global flavor to the classroom, speaking more than 40 different languages across the district.**

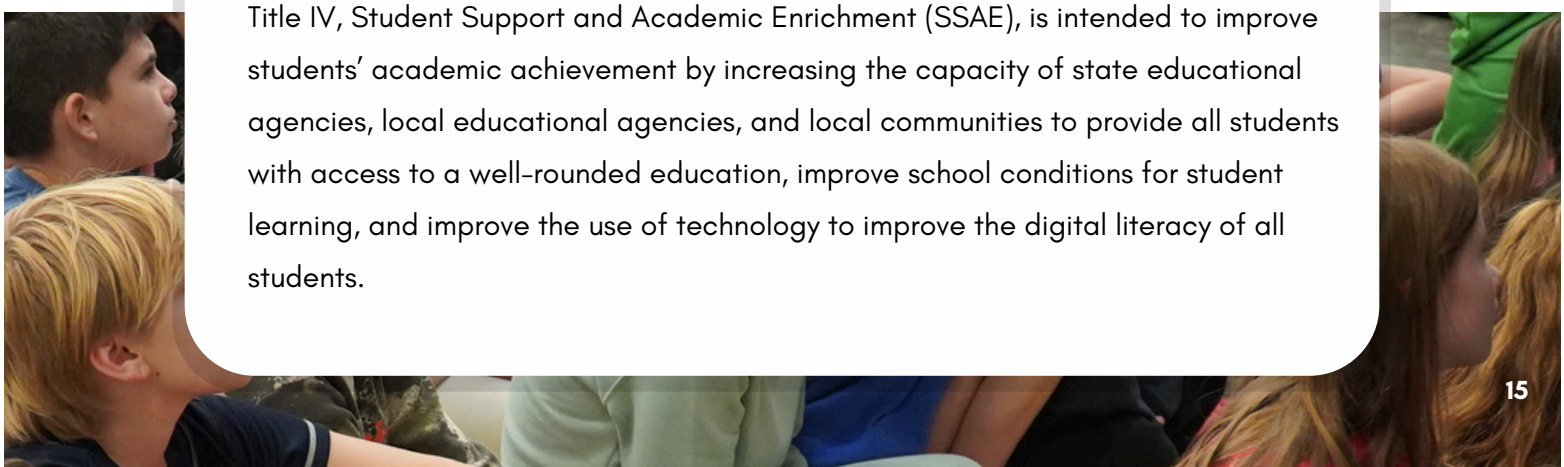
# TITLE IV




**$ 65,055**

## OVERVIEW

Title IV, Student Support and Academic Enrichment (SSAE), is intended to improve students' academic achievement by increasing the capacity of state educational agencies, local educational agencies, and local communities to provide all students with access to a well-rounded education, improve school conditions for student learning, and improve the use of technology to improve the digital literacy of all students.



## TITLE IV

| Fund | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| **Regular Instruction (71100)** | | | | |
| 116 | Teachers | - | - | 25,507 |
| 169 | Part-Time Personnel | - | - | - |
| 201 | Social Security | - | - | 1,391 |
| 204 | State Retirement | - | - | 2,009 |
| 206 | Life Insurance | - | - | 38 |
| 207 | Medical Insurance | - | - | 4,137 |
| 212 | Medicare | - | - | 325 |
| | **Salary & Fringes Subtotal:** | - | - | **33,407** |
| 369 | Other Contracted Services | - | - | 14,721 |
| 429 | Instructional Supplies & Materials | 8,500 | 18,000 | 15,435 |
| 499 | Other Supplies & Materials | 882 | 1,284 | 71 |
| 722 | Regular Instruction Equipment | 7,173 | 3,808 | 44,029 |

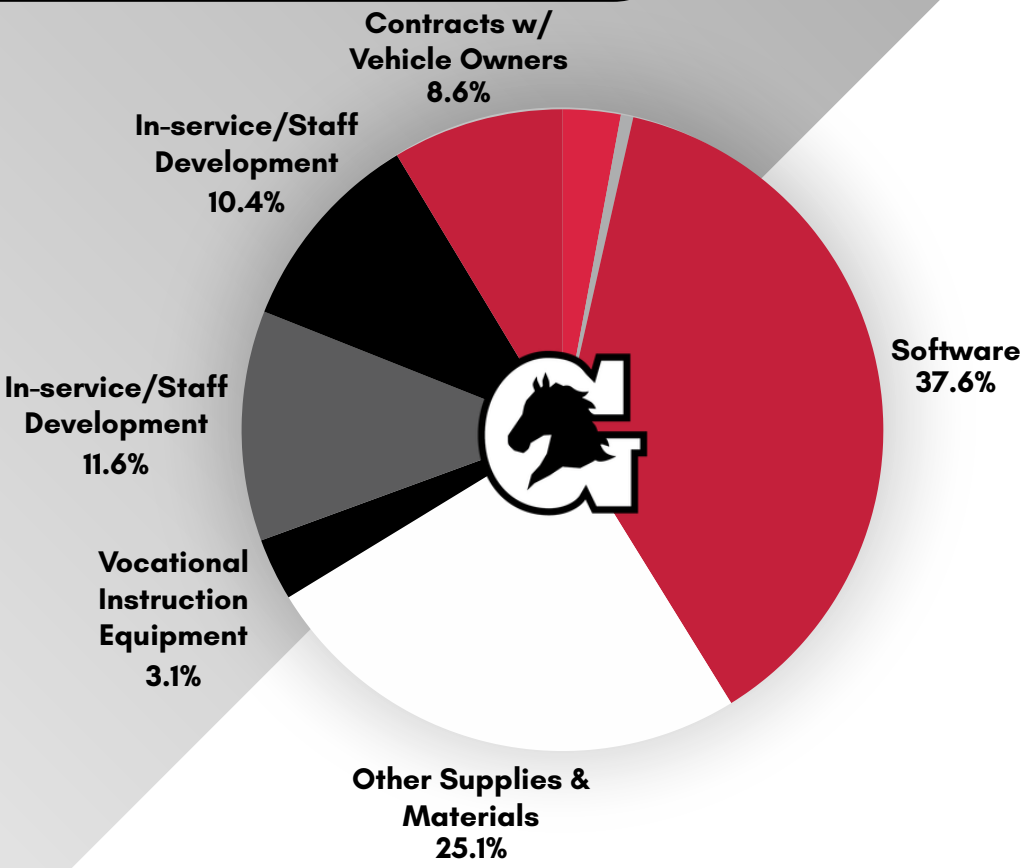
**Title IV funds a variety of programs including art instruction, digital theatre, and musical instruments.**

## TITLE IV

| Fund | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| **Health Services (72120)** | | | | |
| 399 | Other Contracted Services | - | 5,000 | 10,000 |
| 499 | Other Supplies & Materials | 21,627 | 16,000 | 15,337 |
| **Support: Regular Instruction (72210)** | | | | |
| 369 | Contracted Substitutes - Certified | 2,000 | 5,160 | 3,806 |
| 524 | Inservice/Staff Development | 13,662 | 10,000 | 34,130 |
| 790 | Other Equipment | - | - | - |
| **Education Technology (72250)** | | | | |
| 524 | Inservice/Staff Development | 11,211 | 16,014 | 7,672 |
| 790 | Other Equipment | - | - | 2,709 |
| **Transfers Out (99100)** | | | | |
| 504 | Indirect Costs | - | - | 1,000 |
| | **TITLE IV TOTAL:** | **65,055** | **75,266** | **182,317** |

**Title IV also funds school health initiatives such as suicide prevention, nursing supplies, and professional development for the lead nurse, lead PE teacher, social workers, and school counselors.**

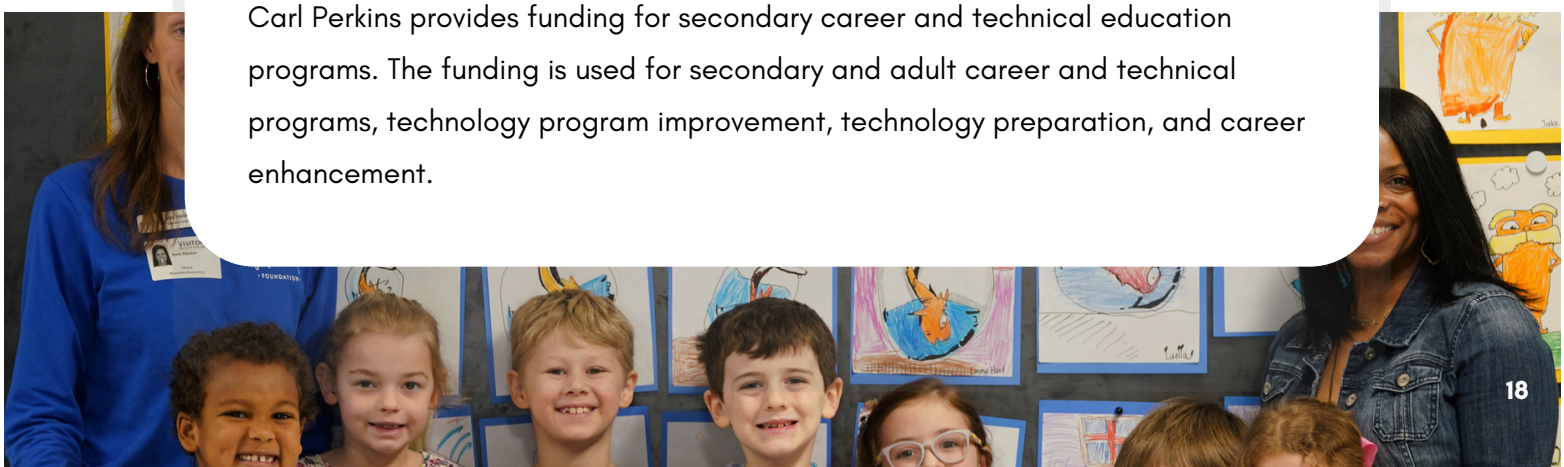
# CARL PERKINS BASIC




**$ 63,761**

## OVERVIEW

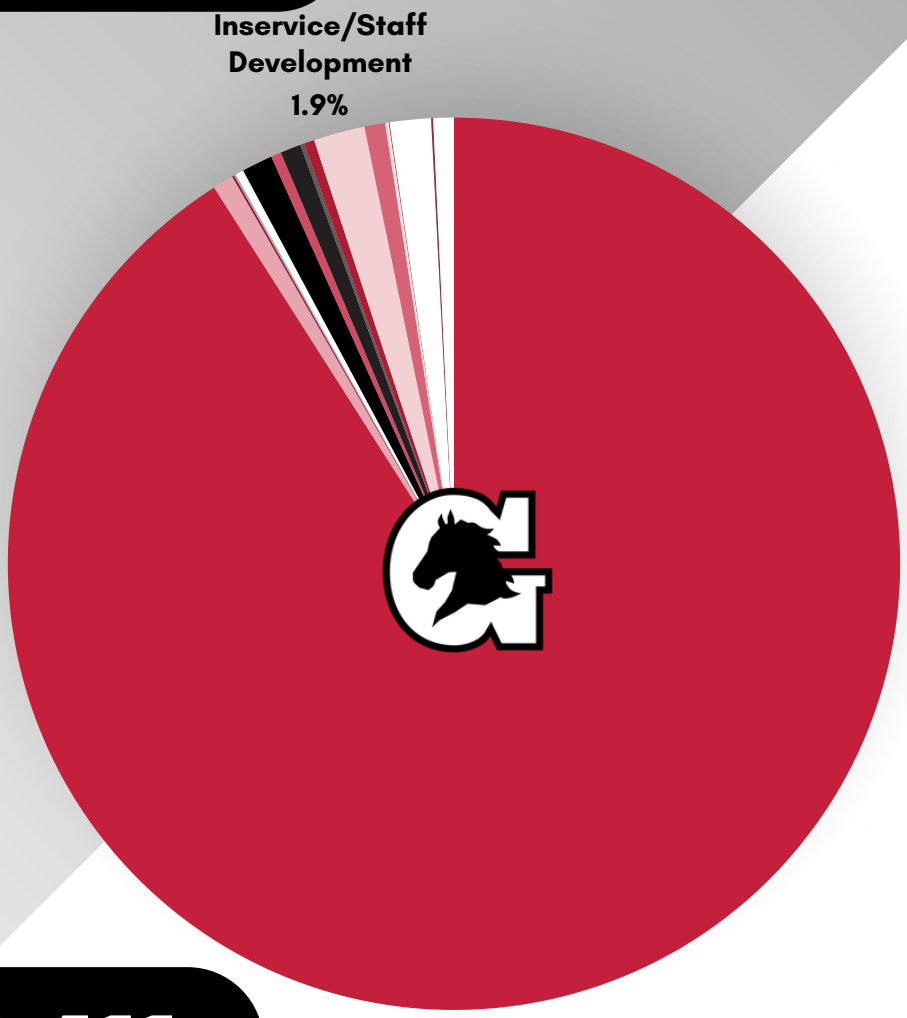
Carl Perkins provides funding for secondary career and technical education programs. The funding is used for secondary and adult career and technical programs, technology program improvement, technology preparation, and career enhancement.



## CARL PERKINS BASIC

| Fund | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| **Vocational Instruction (71300)** | | | | |
| 369 | Contracted Substitutes - Certified | 1,861 | 4,193 | 2,774 |
| 429 | Instructional Supplies & Materials | 400 | 2,000 | 1,934 |
| 471 | Software | 24,000 | 12,582 | 12,582 |
| 499 | Other Supplies & Materials | 16,000 | 8,918 | 8,918 |
| 730 | Vocational Instruction Equipment | 2,000 | 15,095 | 7,335 |
| **Other Student Support (72130)** | | | | |
| 355 | Travel | - | - | - |
| 399 | Other Contracted Services | - | - | - |
| 524 | In-service/Staff Development | 7,400 | 8,300 | 8,300 |
| **Support: Vocational Education (72230)** | | | | |
| 524 | In-service/Staff Development | 6,600 | 3,687 | 3,687 |
| 790 | Other Equipment | - | - | - |
| **Transportation (72710)** | | | | |
| 315 | Contracts w/ Vehicle Owners | 5,500 | 6,400 | 6,400 |
| **Transfers Out (99100)** | | | | |
| 504 | Indirect Costs | - | - | - |
| | **CARL PERKINS BASIC TOTAL:** | **63,761** | **61,175** | **51,930** |

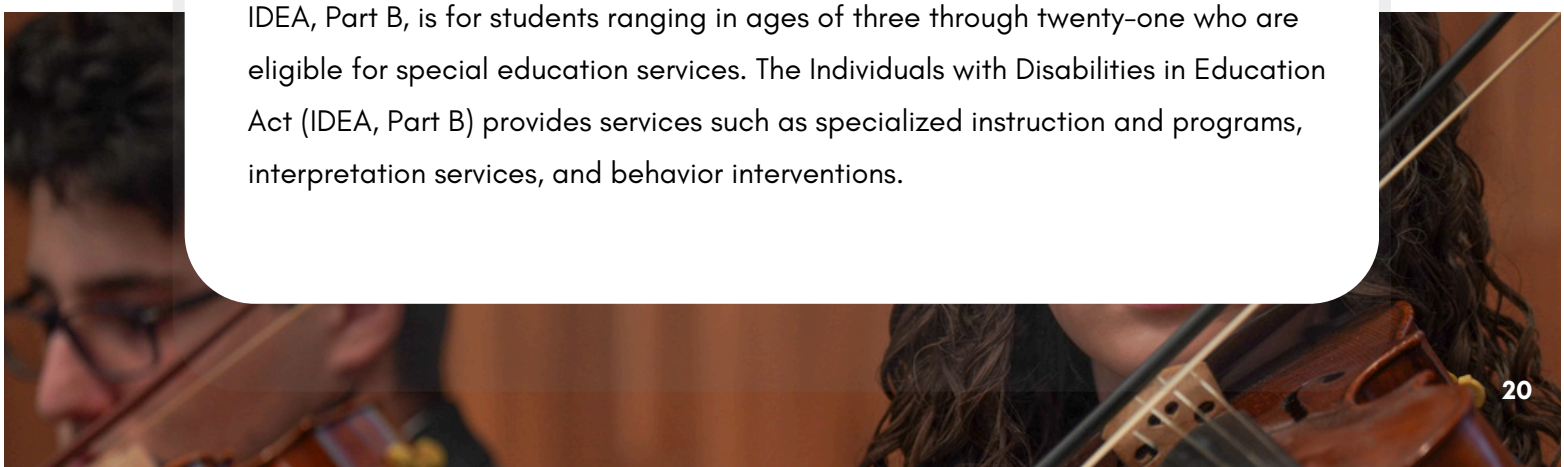
# IDEA
# PART B




**$1,338,411**

## OVERVIEW

IDEA, Part B, is for students ranging in ages of three through twenty-one who are eligible for special education services. The Individuals with Disabilities in Education Act (IDEA, Part B) provides services such as specialized instruction and programs, interpretation services, and behavior interventions.



## IDEA-B

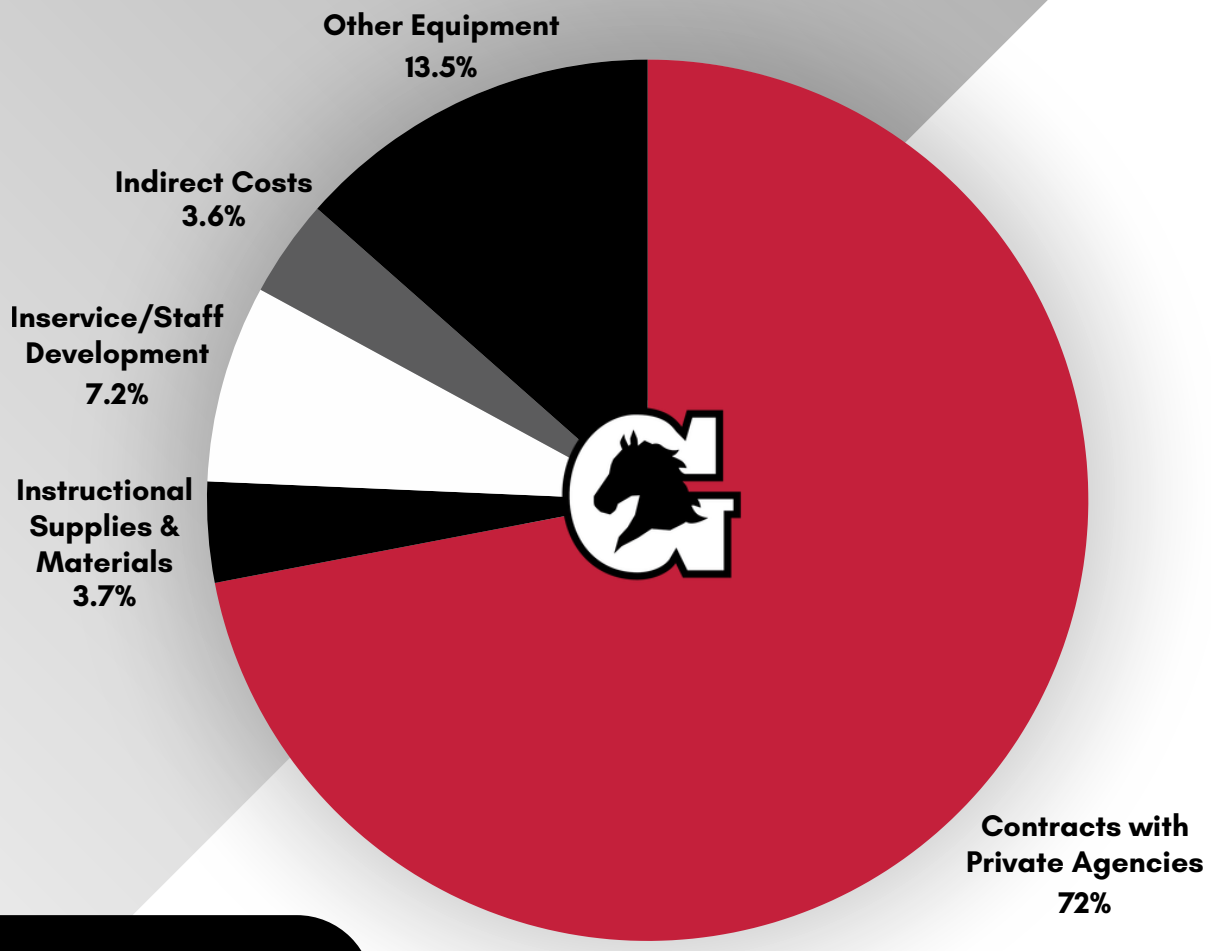
| Fund | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| **Special Education (71200)** | | | | |
| 116 | Teachers (2 FTEs) | 160,000 | 151,000 | 143,807 |
| 163 | Educational Assistants (20 FTEs) | 694,248 | 604,719 | 511,579 |
| 188 | Instructional Responsibility | 25,000 | 75,000 | 45,975 |
| 201 | Social Security | 57,294 | 57,294 | 39,871 |
| 204 | State Retirement | 87,435 | 87,435 | 56,140 |
| 206 | Life Insurance | 8,769 | 8,769 | 1,001 |
| 207 | Medical Insurance | 176,000 | 176,000 | 75,282 |
| 212 | Medicare | 13,306 | 13,306 | 9,324 |
| | **Salaries & Fringes Subtotal for 71200 :** | **1,222,052** | **1,173,523** | **882,979** |
| 312 | Contracts with Private Agencies | 10,159 | 20,159 | - |
| 369 | Contracts for Substitute Teachers - Certified | 1,000 | 2,000 | 9,491 |
| 370 | Contracts for Substitute Teachers - Non-certified | 1,000 | 500 | 5,570 |
| 399 | Other Contracted Services | 4,000 | 20,000 | 23,118 |
| 429 | Instructional Supplies & Materials | 15,000 | 15,000 | 7,176 |
| 499 | Other Supplies & Materials | 5,000 | 1,000 | 26,660 |
| 725 | SPED Equipment | 10,000 | 2,000 | 42,983 |

The Exceptional Student Education (ESE) Department facilitates opportunities for students ages 3 through 22 with an educational disability,

## IDEA-B

| Fund | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| **SPED Support (72220)** | | | | |
| 312 | Contracts with Private Agencies | 2,000 | 2,000 | 1,248 |
| 322 | Evaluation & Testing | 5,000 | 5,000 | 14,530 |
| 355 | Travel | - | - | - |
| 499 | Other Supplies & Materials | 1,000 | 3,000 | - |
| 524 | Inservice/Staff Development | 25,000 | 10,000 | 53,332 |
| 599 | Other Charges | 10,000 | 7,000 | 1,403 |
| 790 | Other Equipment | 5,000 | - | |
| **Transportation (72710)** | | | | |
| 338 | Maintenance and Repairs - Vehicles | 800 | 3,000 | - |
| 425 | Gasoline | 1,000 | 4,000 | 1,210 |
| 511 | Vehicle Insurance | 400 | 1,000 | 251 |
| 729 | Transportation Equipment | - | - | |
| **Transfers Out (99100)** | | | | |
| 504 | Indirect Costs | 20,000 | 20,000 | 59,564 |
| | **IDEA-B TOTAL:** | **1,338,411** | **1,289,182** | **1,129,515** |

# IDEA
## PRESCHOOL




**$24,485**

## OVERVIEW

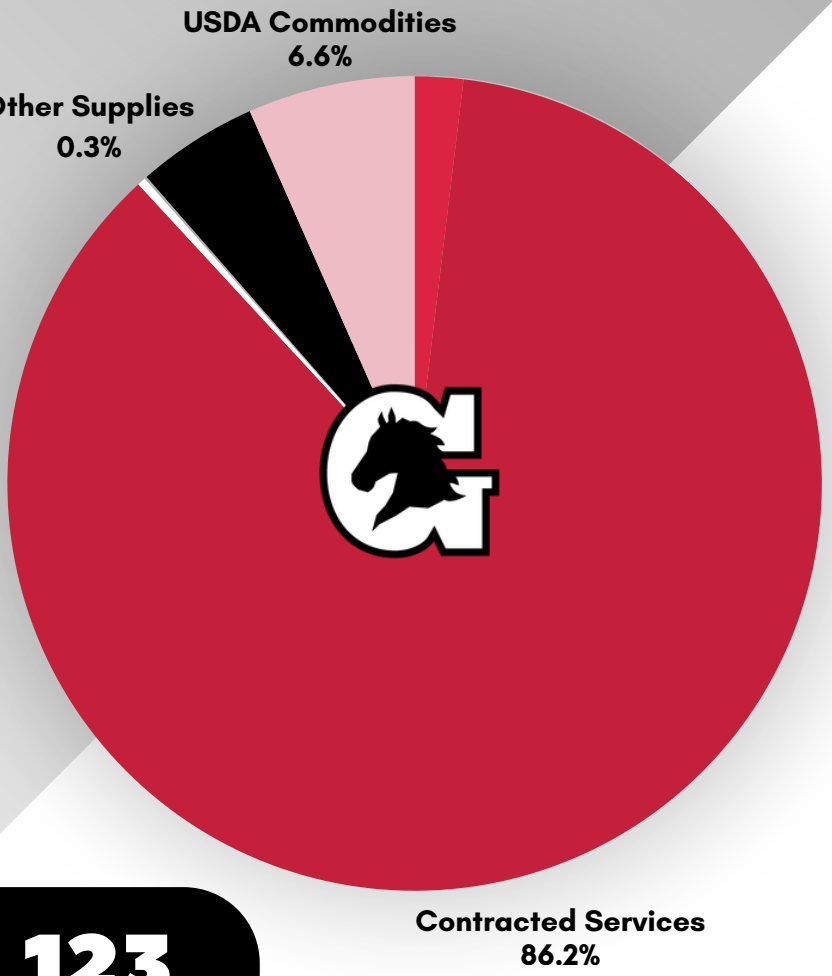
Federal funds provided for special education services to preschool students.

## IDEA- PRESCHOOL

| Fund | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| **Special Education (71200)** | | | | |
| 399 | Other Contracted Services | 17,628 | 13,650 | 13,650 |
| 429 | Instructional Supplies & Materials | 903 | 3,903 | 2,150 |
| 725 | Special Education Equipment | - | - | 15,611 |
| **Support: Special Education (72220)** | | | | |
| 524 | Inservice/Staff Development | 1,774 | 4,772 | 1,200 |
| 790 | Other Equipment | 3,303 | - | - |
| **Transfers Out (99100)** | | | | |
| 504 | Indirect Costs | 877 | 1,158 | 986 |
| | **IDEA- PRESCHOOL TOTAL:** | **24,485** | **23,483** | **33,597** |

GMSD currently has eight early childhood preschool programs located in four elementary schools that serve students identified with disabilities, ages 3 - 5.

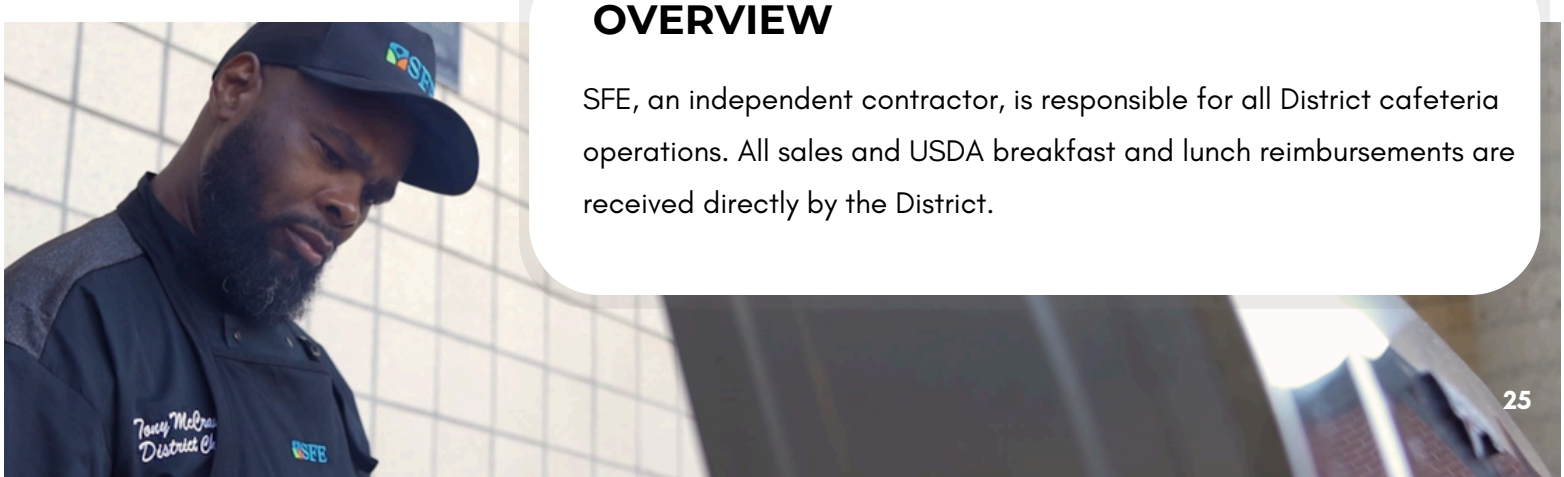
# SCHOOL NUTRITION




**$ 2,162,123**

## OVERVIEW

SFE, an independent contractor, is responsible for all District cafeteria operations. All sales and USDA breakfast and lunch reimbursements are received directly by the District.



## SCHOOL NUTRITION

### REVENUES

| Acct | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| 43521 | Lunch Income- Children | 854,101 | 815,560 | 897,235 |
| 43522 | Lunch Income- Adults | 9,935 | 16,879 | 9,462 |
| 43523 | Breakfast Income | 50,546 | 48,846 | 55,471 |
| 43525 | Ala Carte Sales | 676,802 | 679,974 | 643,180 |
| 47111 | USDA Lunch | 375,804 | 396,530 | 407,779 |
| 47113 | USDA Breakfast | 46,220 | 45,650 | 53,078 |
| 47112 | USDA Commodities | 138,042 | 138,074 | 138,911 |
| 47121 | Miscellaneous - Other Revenue - Catering | 10,673 | 7,296 | 12,995 |
| 47590 | Other Federal Through State | - | 60,729 | - |
| | **Transfers In** | | | - |
| | Reserves | - | - | - |
| | TOTAL NUTRITION REVENUES: | **2,162,123** | **2,209,538** | **2,210,683** |

**Includes federal reimbursements from the Federal Government for meals served, payments made by students, teachers, and parents eating at schools, and other miscellaneous revenues.**

## SCHOOL NUTRITION

### EXPENDITURES

| Acct | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| 336 | Maintenance & Repairs - Equipment | 40,000 | 40,000 | 16,554 |
| 399 | Contracted Services | 1,848,844 | 1,794,994 | 1,849,669 |
| 499 | Other Supplies | 5,000 | 7,000 | 1,913 |
| 524 | In-service/Staff development | 2,000 | 2,000 | - |
| 707 | Building Improvements | - | - | - |
| 710 | Equipment | 128,205 | 100,000 | 49,105 |
| 469 | USDA Commodities | 138,074 | 138,074 | 138,911 |
| | **TOTAL NUTRITION EXPENDITURES:** | 2,162,123 | 2,082,068 | 2,056,152 |
| | **CHANGE IN CAFETERIA FUND BALANCE:** | - | 127,468 | 154,531 |

**Includes expected contracted service to food service management company.**

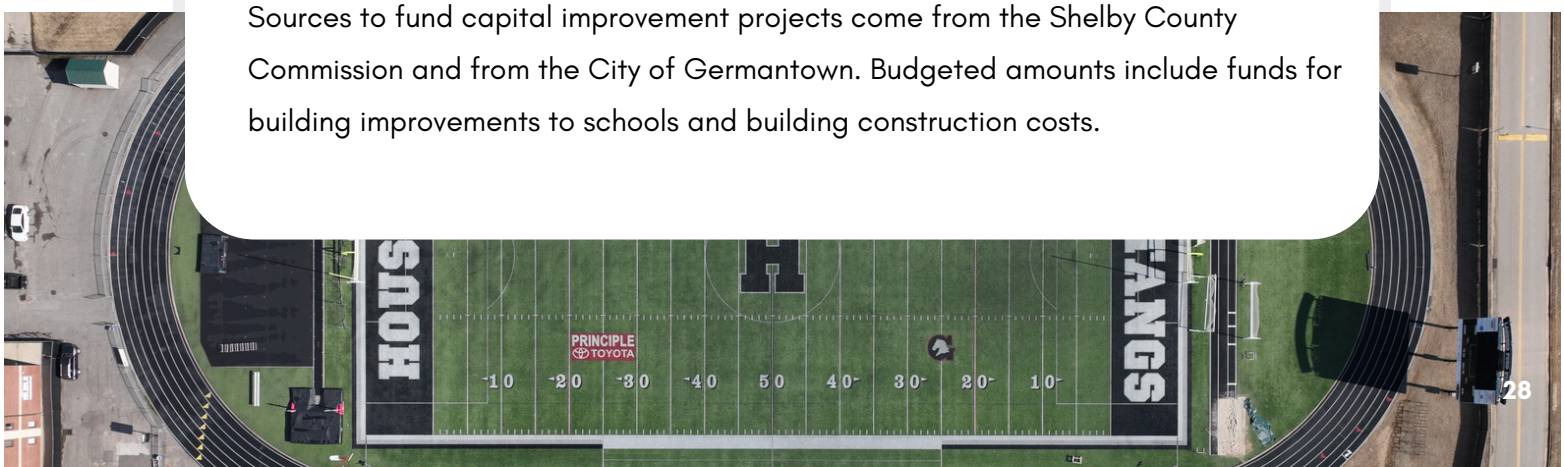
# CAPITAL IMPROVEMENTS

**$3,000,000**

**Building Improvements**
**100%**

## OVERVIEW

Sources to fund capital improvement projects come from the Shelby County Commission and from the City of Germantown. Budgeted amounts include funds for building improvements to schools and building construction costs.



## CAPITAL IMPROVEMENT

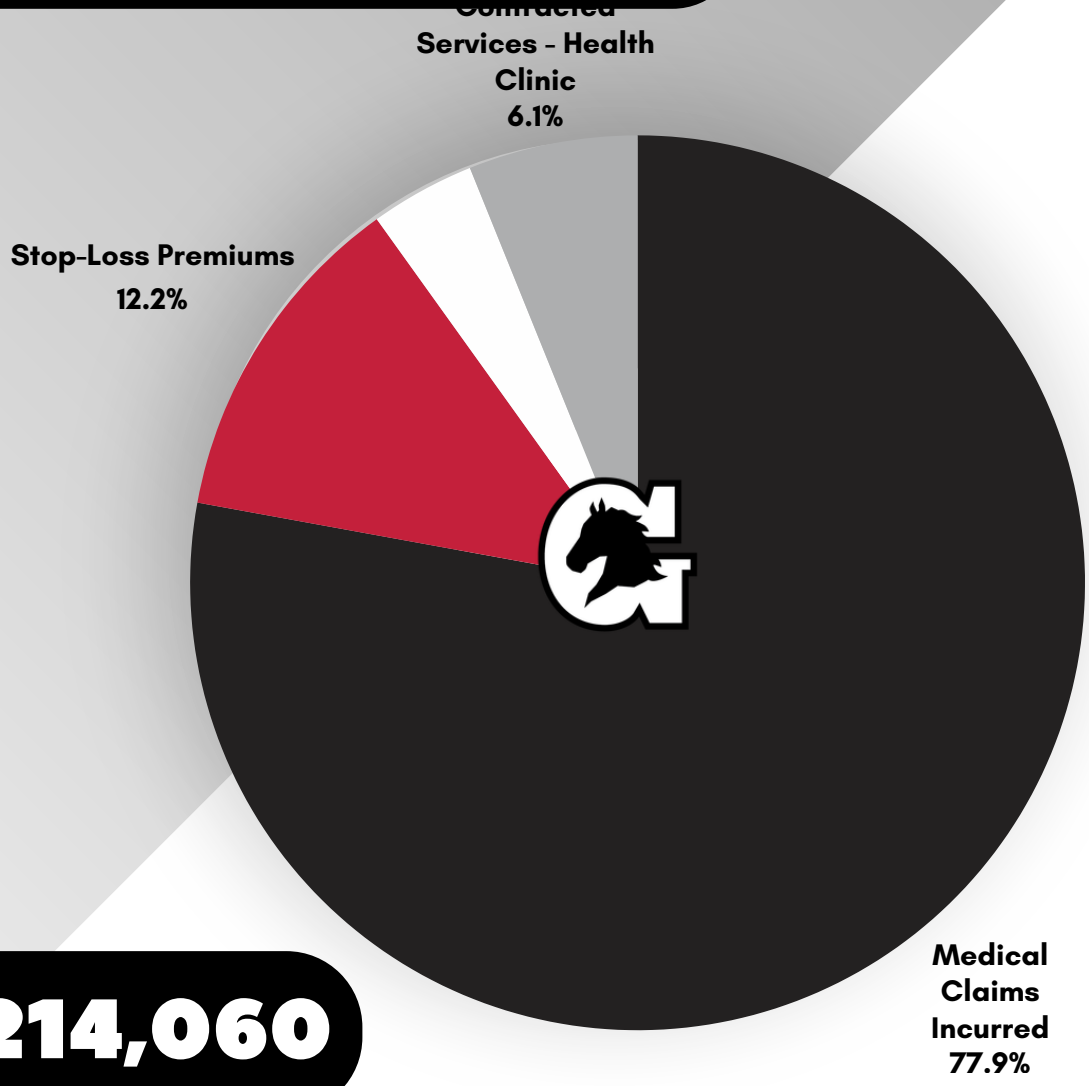
### REVENUES

| Acct | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| 44190 | County Commission | 3,000,000 | 2,500,000 | 2,800,861 |
| 39000 | Reserves | - | 500,000 | |
| | **TOTAL CAPITAL IMPROV. REVENUE:** | **3,000,000** | ***4,565,657*** | **2,800,861** |

### EXPENDITURES

| Acct | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| 304 | Architects | - | - | - |
| 706 | Building Construction | - | - | 139,627 |
| 707 | Building Improvements | 3,000,000 | 3,000,000 | 252,514 |
| 790 | Other Equipment | - | - | - |
| | **TOTAL CAPITAL IMPROV. EXPENDITURES:** | **3,000,000** | **3,000,000** | **392,141** |
| | **CHANGE IN CAPITAL IMPROVEMENT FUND BALANCE:** | - | - | **2,408,720** |

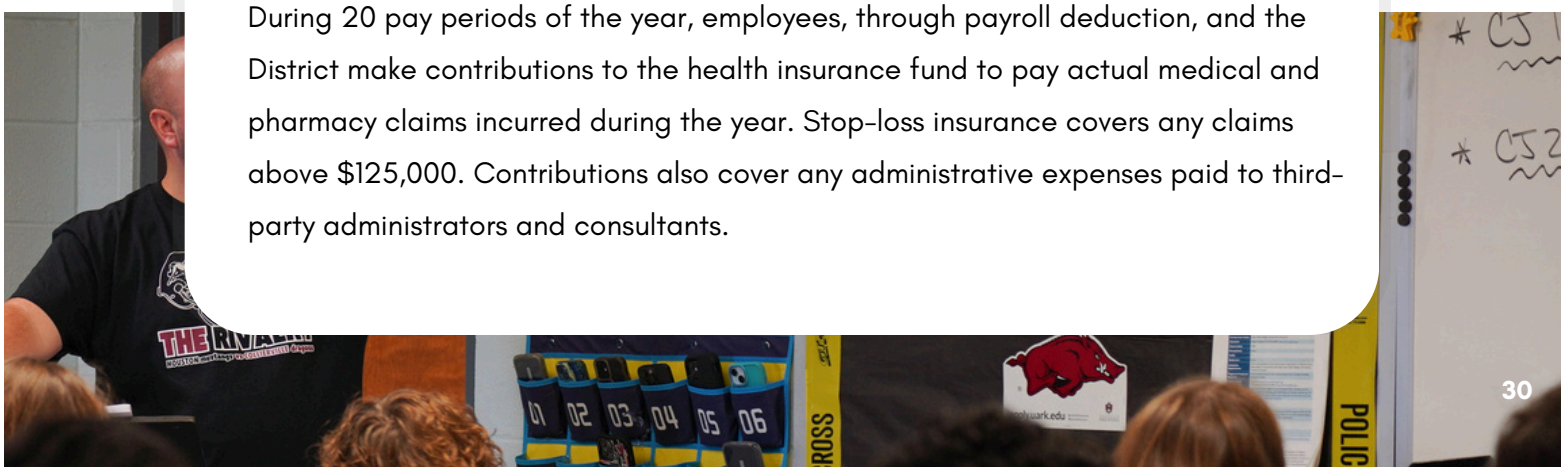
# HEALTH INSURANCE




**$10,214,060**

## OVERVIEW

During 20 pay periods of the year, employees, through payroll deduction, and the District make contributions to the health insurance fund to pay actual medical and pharmacy claims incurred during the year. Stop-loss insurance covers any claims above $125,000. Contributions also cover any administrative expenses paid to third-party administrators and consultants.



## HEALTH INSURANCE

### REVENUES

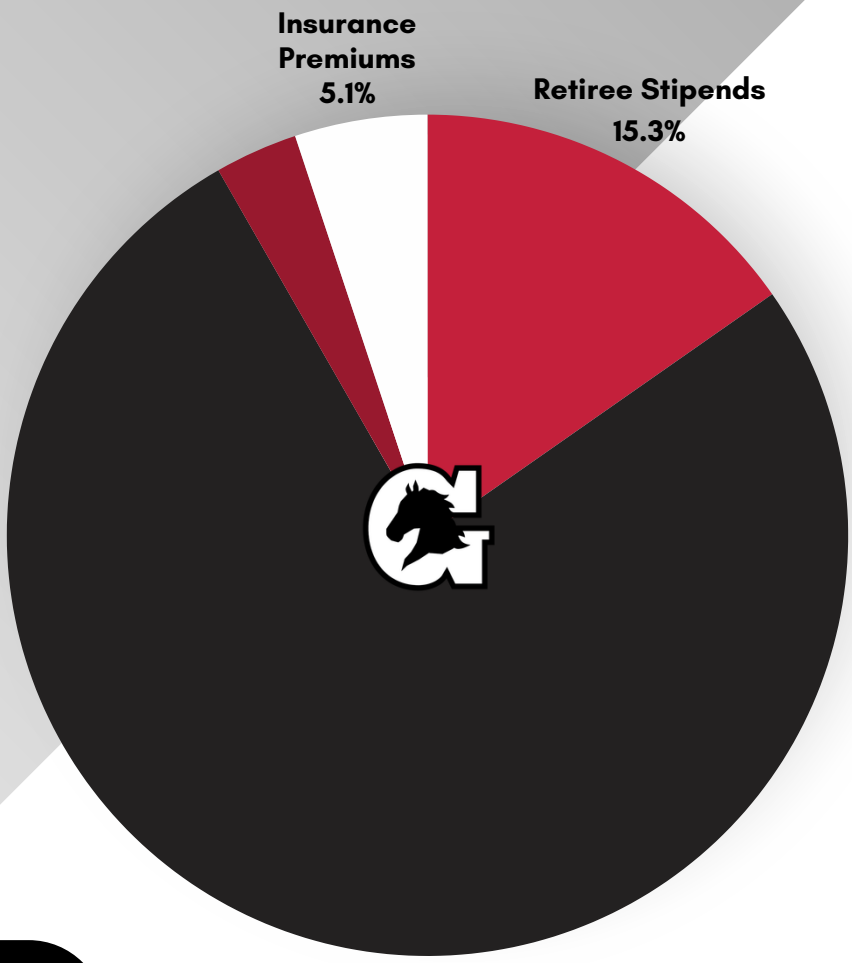
| Acct | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| 42000 | Employee Contributions | 2,313,376 | 2,203,215 | 2,092,238 |
| 42100 | Employer Contributions | 7,111,966 | 4,675,360 | 5,259,356 |
| 42500 | COBRA payments | - | - | - |
| 42900 | Other Income | 800,000 | 100,000 | 75,919 |
| 44110 | Interest income | - | - | - |
| | Reserves | - | 1,200,000 | - |
| | **TOTAL HEALTH INSURANCE FUND REVENUES:** | **10,225,342** | **8,178,575** | **7,427,513** |

### EXPENDITURES

| Acct | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| 280 | Medical Claims Incurred | 8,223,342 | 6,226,575 | 6,532,797 |
| 281 | Stop-Loss Premiums | 1,150,000 | 1,100,000 | 975,994 |
| 282 | Administrative Expenses | 312,000 | 312,000 | 289,064 |
| 399 | Contracted Services - Health Clinic | 540,000 | 540,000 | 425,707 |
| | **TOTAL HEALTH INSURANCE FUND EXPENDITURES:** | **10,225,342** | **8,178,575** | **8,223,562** |
| | **CHANGE IN HEALTH INSURANCE FUND BALANCE:** | **0** | **0** | **-796,049** |

**Includes employees' and the District's contributions for health insurance. Other income includes pharmacy rebates. Includes claims expense for medical and pharmacy, stop loss premiums, and third-party administrative expenses.**

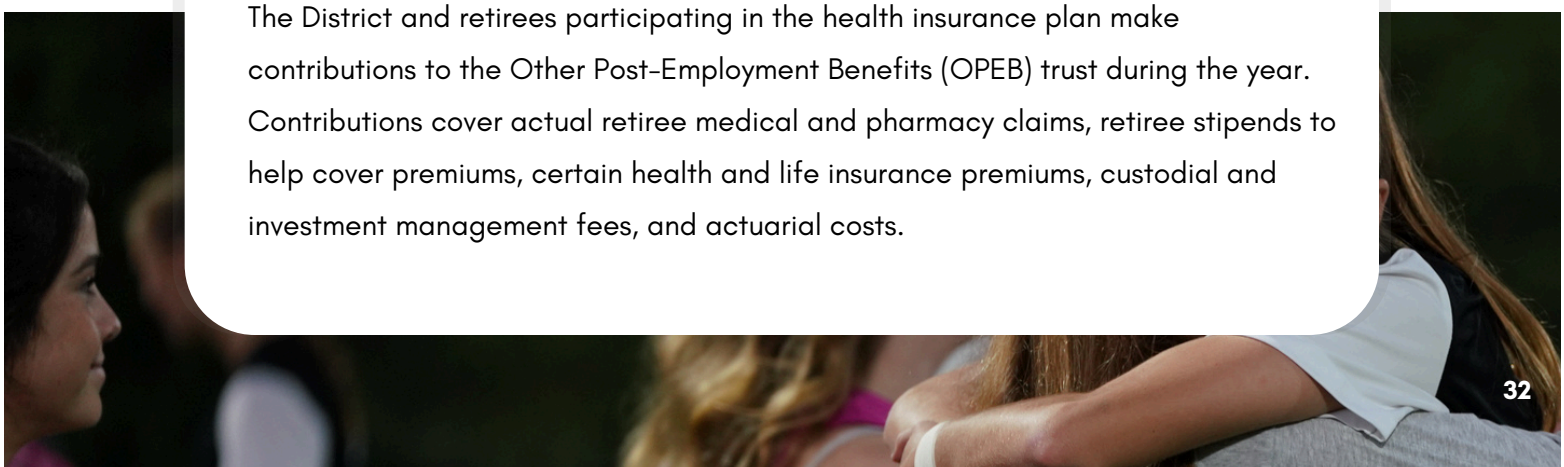
# OPEB TRUST




# $735,000

## OVERVIEW

The District and retirees participating in the health insurance plan make contributions to the Other Post-Employment Benefits (OPEB) trust during the year. Contributions cover actual retiree medical and pharmacy claims, retiree stipends to help cover premiums, certain health and life insurance premiums, custodial and investment management fees, and actuarial costs.



## OPEB TRUST

### REVENUES

| Acct | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| 42100 | Employer Contributions | 547,000 | 547,000 | 544,476 |
| 42200 | Retiree Contributions | 96,000 | 96,000 | 100,000 |
| 44110 | Investment Income | 75,000 | 75,000 | 157,619 |
| 44111 | Unrealized and Realized Gain/Loss on Investment | 250,000 | 318,000 | 574,999 |
| | **TOTAL OPEB TRUST FUND REVENUES:** | **968,000** | **1,036,000** | **1,377,094** |

### EXPENDITURES

| Acct | Description | FY 2027 Budget | FY 2026 Budget | FY 2025 Actual |
|---|---|---|---|---|
| 280 | Retiree Stipends | 150,000 | 120,000 | 134,850 |
| 281 | Retiree Medical Claims | 525,000 | 600,000 | 384,041 |
| 282 | Administrative Expenses | 20,000 | 25,000 | 16,250 |
| 283 | Health and Life Insurance Premiums | 40,000 | 40,000 | 38,487 |
| | **TOTAL OPEB TRUST FUND EXPENDITURES:** | **735,000** | **785,000** | **573,988** |
| | **CHANGE IN OPEB TRUST FUND BALANCE:** | **233,000** | **443,000** | **803,106** |

**Includes district-paid health and life insurance benefits for retirees, retiree contributions from TCRS, a 6% assumed investment return, medical and pharmacy claims, retiree health stipends, insurance premiums, and third-party admin costs.**

**All proposals must be received and time stamped at Germantown Municipal School District, Purchasing - Attn: Marvis Davis, 3350 S. Forest Hill Irene Road 38138, prior to stated deadline date and time. Bids received after the specified date and time are 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 the face of sealed envelope.**

**BID LABEL - ATTACH TO OUTSIDE OF ENVELOPE AND MAKE SURE IT'S RECEIVED BY THE BID DEADLINE DATE**

BID #FY2026-2027

Campbell Clinic Orthopaedics Company Name
1400 S. Germantown Rd Address
Germantown, TN 38138 City, State, Zip

**RFP Due**

Date: April 23, 2026

Time: 2:00 PM

**Nature of Bid:**
**FY2026-2027 GMSD Sports Medicine Services**

**Germantown Municipal School District Purchasing - Attn: Marvis Davis**
**3350 S. Forest Hill Irene Rd.**
**Germantown, TN 38138**

GERMANTOWN
MUNICIPAL SCHOOL DISTRICT
Excellence. *Always.*

## Germantown Municipal School District Request for Proposals

Sports Medicine Services for Houston High School
Germantown Municipal School District
RFP # GMSD-FY2026-002

## ADDENDUM #1

**PROPOSALS DUE:** 2:00 p.m. CST, April 23, 2026. **LOCATION**: Germantown Municipal School District Administrative Offices, 3350 South Forest Hill Irene Road, Germantown, TN 38138

**NUMBER OF documents OF ADDENDUM #1**: three (3) documents, including this Addendum Acknowledgement Form.

*All signed Addenda must be acknowledged and included with your response to GMSD RFP # FY2026-002 Sports Medicine Services for Houston High School-Germantown Municipal School District. Failure to sign, acknowledge and include all Addenda will result in your proposal being disqualified and rejected.*

Names and signatures below certify that you acknowledge, understand, and agree to all information in Addendum #1- RFP # GMSD-FY2026-002.

Daniel Shumate — *Authorized Representative (Print)*

*Signature*

4/21/2026 — *Date*

TO ALL PROPOSERS:

The original specifications prepared by GMSD for this request for proposals, are hereby amended as noted in this Addendum No. One.

**General Terms and Conditions Questions:**

1. A.1: Company Organization Chart/Management Structure - can you provide additional context into the details you would like us to list under this section?

   **Response: Please provide an overview of your organization that includes key leadership personnel, reporting structure, and individuals who would be directly involved in servicing GMSD. This should include titles, roles, and responsibilities to give us a clear understanding of operational oversight and day-to-day management.**

2. Y: Is normal wear and tear of equipment such as Normatec included in this category?

   **Response: Yes, normal wear and tear of equipment such as Normatec units would fall under this category.**

**Scope of Services Questions:**

3. 1.2: Perform additional responsibilities. These duties may include equipment maintenance and reconditioning, drug testing, etc. Can you provide additional context on the intended scope of this requirement?

   **Response: This section is intended to provide flexibility based on the provider's capabilities. Responsibilities may include, but are not limited to:**

   - **Basic equipment maintenance and upkeep**
   - **Reconditioning and recovery services**
   - **Assistance with injury prevention protocols**
   - **Support with drug testing coordination if applicable**

   **We understand that not all providers will offer the same services, so please outline what your organization can reasonably provide within this scope.**

**Financial Provisions Questions:**

4. 3.5: Respondent agrees to pay $5,500 per year for field maintenance and other expenses related to the GMSD athletic program. Can you provide additional details regarding what this money will be used towards?

   **Response: The annual contribution of $5,500 will be used to support overall athletic program needs, including but not limited to:**

   - **Field and facility maintenance/ Advertising- Sponsorship**

- **Equipment upkeep and improvements**
- **General athletic department operational support**

5. What is the time frame of when a decision will be made on the selection of the bid winner?

**Response: GMSD administration intends to bring a recommendation of a winning/successful proposer to the school board at the May school board meeting. May/June would be time for start up, planning, and mobilization, with the winning proposer fully beginning July 1, 2026.**

END OF ADDENDUM NO. ONE

GERMANTOWN
MUNICIPAL SCHOOL DISTRICT
Excellence. *Always.*

# REQUEST FOR PROPOSAL GMSD #FY2026-002

## Sports Medicine Services
## For
## Houston High School

Proposals Due on April 23, 2026, no later than 2PM CST

Proposals will be accepted on this date
at the
**GERMANTOWN MUNICIPAL SCHOOLS DISTRICT OFFICES**
3350 S. Forest Hill Irene Road, Germantown, TN 38138

# NOTICE TO PROPOSERS
# REQUEST FOR PROPOSAL FY2026-2027
# GMSD Sports Medicine Services

Tuesday, March 24, 2026

Germantown Municipal School District is soliciting this Request for Proposal (RFP) for Sports Medicine Services. General Terms and Conditions, Scope of Services, General Specifications and Specifications for this RFP are contained on the following pages.

**All proposals must be received by Germantown Municipal School District - Purchasing, Attn: Marvis Davis Germantown Municipal School District, 3350 S. Forest Hill Irene Rd. 38138, by 2:00 PM, Central Time, Thursday April 23, 2026, prior to the RFP deadline date and time. Proposals received after the specified date and time will be considered late and will not be opened or considered. Please use the label attached to all proposals. Proposals will not be accepted via any form of electronic media.**

Questions regarding RFP specifications should be directed to Marvis Davis, District Athletic Director, Germantown Municipal School District, at Marvis.davis@gmsdk12.org, no later than 4:00 PM on Thursday, April 10, 2026. Purchasing questions should be directed to Josh Cathey, Purchasing, josh.cathey@gmsdk12.org, no later than 4:00 PM on Thursday, April 10, 2026. **All questions must be submitted by email. Responses to questions will be published by way of addenda on the District website under Bids and RFP Opportunities.**

Germantown Municipal School District reserves the right to reject any or all Proposals, waive defects or informalities in Proposals the bid award shall be made to the Proposer that is determined, in the sole discretion of GMSD, to have the proposal that best serves the interest of Germantown Municipal School District.

In compliance with this Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this Proposal be accepted, to furnish any or all of 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 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 board members, agents and employees arising out of the use of any product or article that is provided pursuant to the Proposal. Proposer 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 payment, 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 Proposer performing or failing to perform the service related to this Proposal and/or providing or failing to provide the goods related to this Proposal.

Proposer also certifies that he/she/it does not discriminate against any employee or qualified applicant for employment on the grounds of race, age, color, national origin, religion, gender, sexual orientation, veteran status, sex, disability, genetic information, or any other classification protected by federal and state laws.

Germantown Municipal School District offers educational, employment and business opportunities without regard to race, age, color, national origin, religion, gender, sexual orientation, veteran status, sex, disability or genetic information.

Campbell Clinic Orthopaedics Terms: _____ ~~Delivery: Days~~ A.R.O July 6th, 2026
Company Name

1400 S. Germantown Rd (901)759-3100 Fax(901)759-3195
Address Phone Fax

Germantown, TN 38138 iollar@campbellclinic.com
City State Zip Email address

Name and signature below certify that you understand and agree to the requirements above as well as all the information contained in this Request for Proposal.

Daniel Shumate 4/21/2026
Authorized Representative (Print) Signature Date

## GENERAL TERMS AND CONDITIONS

A. Proposals should provide a straightforward and concise presentation, adequate to satisfy the requirements of the Request for Proposal (RFP). Emphasis should be on completeness, clarity of contents and responsiveness to the RFP. Proposals should be structured to respond to the RFP specifications. Format of Request for Proposal response should be as follows:

1. Company Organization Chart/Management Structure and Personnel Qualifications (include experience in k-12 school environment and qualifications of staff.
2. Staffing Recommendations for Project.
3. Fee Schedule
4. References (Minimum of 3)
5. Other information as specified or included for consideration
6. Completed and Signed Request for Proposal Cover Sheet
7. Completed and Signed Certificate of Non-Discrimination Form
8. Completed and Signed Request for Proposal Agreement
9. Completed and Notarized Hold Harmless Agreement
10. Completed Request for Pricing Sheet

B. Estimated Project Timing:

- RFP Posted/Emailed March 24, 2026
- Deadline for Questions April 10, 2026, by 4:00 PM CST • Response to Questions will be posted in the form of an addendum. **Proposers are responsible for checking the website for addenda.**
- RFP Responses Due April 23, 2026, 2:00 PM CST
- Implementation Begins July 1, 2026

C. Evaluation of the proposals will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to Germantown Municipal School District, considering technical factors and other factors set forth herein.

The proposals will be evaluated, and a vendor selected using the following criteria and rubric below:

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

Major Weights
Qualifications & Experience 15%
Quality Assurance / Customer Service 15%
Project Plan, including staffing 30%
Cost 30%
References 10%
Total 100%

D. Initial Contract will run from July 1, 2026, through June 30, 2028, with the option to extend additional consecutive one (1) year periods at a price agreed upon by the parties. Contract pricing for the additional three (3) consecutive years following the first (2-year term) of the contract may not exceed the previous year's Consumer Price Index or 5% of the original bid price, whichever is the lesser.

E. Proposer to submit four (4) complete hardcopy sets (original and three (3) copies) and three (3) soft copies on USB Memory Key. Responses shall be delivered in a sealed envelope and/or carton clearly marked, "RFP #FY 2026-2027 – GMSD Sports Medicine Services". All price quotations and related materials must be received in a sealed envelope and/or carton. Time, date and nature of RFP must be clearly marked on face of sealed envelope or a carton. Attach label from last page of this document to outside of your RFP response.

F. **All proposals must be received by Germantown Municipal School District - Purchasing, Attn: Marvis Davis, Germantown Municipal School District, 3350 S. Forest Hill Irene Rd. 38138, by 2:00 PM, Central Time, Thursday, April 23, 2026, prior to the aforementioned RFP deadline date and time. Proposals received after the specified date and time will be considered late and will not be opened or considered. Please use the label attached to all proposals. Proposals will not be accepted via any form of electronic media.**

G. Questions regarding RFP specifications should be directed to Marvis Davis, District Director of Athletics, Germantown Municipal School District, Marvis.Davis@gmsdk12.org, no later than 4:00 PM on, April 10, 2025. Purchasing questions should be directed to Josh Cathey, Purchasing, josh.cathey@gmsdk12.org, no later than 4:00 PM on April 10, 2026, **all questions must be submitted by email.**

**H. Any and/all revisions made to the notice to Proposers made prior to the bid deadline will be posted on the Germantown Municipal School District website, https://www.gmsdk12.org/departments/finance/bidrfp-opportunities and will be the responsibility of the Proposer to check for any and/all revisions.**

I. Sports Medicine Services will be provided for Houston High School for this Request for Proposal.

J. **There is no guarantee as to the total amount of funds in the award of this RFP.**

K. The General Terms and Conditions, Scope of Services, General Specifications and Cleaning Specifications in no way favor one (1) vendor over another. Proposers shall abide by and comply with the true intent of the General Terms and Conditions, Scope of Services, General Specifications and Cleaning Specifications and not take advantage of any unintentional RFP error or omission on the part of Germantown Municipal School District. Germantown Municipal School District reserves the right to make final determination as to the intent of this RFP.

L. Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the Proposer must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and therefore disqualified.

M. It is agreed and understood that state laws shall govern any contract and/or order placed because of this RFP. The rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of Tennessee.

N. During the contract period, no change will be permitted in any of its terms or conditions unless the Proposer receives written approval from Germantown Municipal School District.

O. By agreeing to provide goods or services to any school within the Germantown Municipal School District, you are attesting that you are aware of your obligations under T.C.A. § 49-5-413(d) to ensure that all your employees or subcontractor's employees who have direct contact with students or to the children in the school district's child care program or who have access to the grounds of any School District when children are present have done the following:

1. Supplied a fingerprint sample and submitted to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to having any contact with the School District's children or entering the grounds of the School District.
2. Successfully passed the criminal history records check. If the criminal history records check indicates that the employee or subcontractor's employees has been convicted of an offense that, if committed on or after July 1, 2007, is classified as a sexual offense in the T.C.A. § 40-39-202(17) or a violent sexual offender in the T.C.A. § 40-39-202(25) the employee or subcontractor's employees may not enter the grounds of the School District or have direct contact with students of the School District or to children in the School Districts child care program.

The successful Proposer also agrees that if one of your employees or subcontractor's employees commits a sexual offense as defined in T.C.A. § 40-39-202 or violent sexual offense as defined in T.C.A. § 40-39-202 after you have conducted your initial criminal history check on such employee or subcontractor's employee, said employee or subcontractor's employee will notify you of the offense and you will subsequently not permit that employee or subcontractor's employee to have contact with students of the School District or to children in a School District's child care program or to enter the grounds of the School District.

You also agree and understand that your failure to satisfy all the requirements of T.C.A. § 40-39-202(17) will be deemed to be a material breach of this and all contracts with Germantown Municipal School District which could subject you to breach of contract damages and/or termination of this and all contracts with Germantown Municipal School District.

P. The successful Proposer agrees that they will function as an independent contractor. It is understood that the Proposer, if awarded an order or contract, shall indemnify, protect 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 board members, agents and employees arising out of the use of any product or article that is provided pursuant to this RFP. Proposer 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 payment, 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 Proposer performing or failing to perform the service related to this RFP and/or providing or failing to provide the goods related to this RFP.

Q. Upon award of the bid, the bid award letter, this RFP and the Proposer's response shall serve as the contract between the parties. In the event that there is a conflict between the bid award letter, the RFP and the RFP Response, the controlling order shall be the bid award letter, the RFP and the RFP response.

R. Germantown Municipal School District reserves the right to request any additional information deemed necessary in the evaluation of this RFP.

S. The successful Proposer must carry insurance as specified below and a Certificate of Insurance must be submitted within five (5) business days from the date of bid award. Insurance shall be provided by a company licensed to write insurance policies in the State of Tennessee and acceptable to Germantown Municipal School District. All such insurance shall be in form and substance satisfactory to Germantown Municipal School District and shall provide that it will not be subject to cancellation or non-renewal except after thirty (30) days prior written notice to Germantown Municipal School District.

| | | |
|---|---|---|
| Commercial General Liability | Each Occurrence | $1,000,000 |
| | Damages to Rented Premises | $100,000 |
| | Medical Expenses | $5000 |
| | Personal and ADV Injury | $1,000,000 |
| | General Aggregate | $3,000,000 |
| | Products - Comp/OP AGG | Included |
| | Employee Benefits | $1,000,000 |
| Auto Liability | Combined Single Limit | $1,000,000 |
| | Medical Payments | $5,000 |
| Workers Compensation and Employers' Liability | Each Accident | $500.000 |
| | Disease - Each Employee | $500,000 |
| | Disease - Policy Limit | $500,000 |
| Umbrella Liability | Each Occurrence | $5,000,000 |
| | Aggregate | $5,000,000 |
| Professional Liability | Aggregate | $3,000,000 |
| | Occurrence | $1,000,000 |
| Employee Dishonesty | | $500,000 limit |

Germantown Municipal School District Board of Education shall be conspicuously named on the Certificate of Insurance as an additional insured.

T. Germantown Municipal School District shall be supplied satisfactory proof of coverage of the above required insurance. If proof of coverage in the amount set forth above is not received within five (5) business days after the award of contract is received, Germantown Municipal School District may award the contract to another Proposer.

U. Companies submitting RFPs must, if deemed necessary, be willing to meet with Germantown Municipal School District at the Proposer's expense, to discuss their proposal. Germantown Municipal School District shall not bear any costs or obligation with regard to the preparation of the proposal.

V. If at any time Germantown Municipal School District is/are dissatisfied with the quality of service provided by the successful proposer, a written notice of the specific problem(s) will be furnished to the successful Proposer by letter or email. If the problem is not corrected to the satisfaction of Germantown Municipal School District within 30 days of the written notice, this and all contracts with the successful Proposer may be unilaterally terminated by Germantown Municipal School District with no further obligation on the part of Germantown Municipal School District. This and all other existing contracts if any with the successful Proposer may be terminated if two (2) or more notices of dissatisfaction are sent to the successful

proposer within any twelve (12) month period. The Proposer understands that it may be removed from bid consideration by Germantown Municipal School District of all future bids, should Germantown Municipal School District deem any product or service provided by the successful Proposer to be deficient.

W. Germantown Municipal School District reserves the right to reject any or all responses, waive defects or informalities in responses and to make awards as deemed to be in its best interest. The bid award shall be made to the Proposer that is determined in the sole discretion of GMSD, to have presented the proposal that best serves the interest of Germantown Municipal School District. Contracts may be awarded to one or multiple firms; however, no Proposer may subcontract their responsibilities provided herein.

X. During the term of the contract, as deemed necessary, Germantown Municipal School District reserves the right to seek competitive pricing for bid items in the pre-proposer's bid proposal.

Y. All equipment and/or property of Germantown Municipal School District that is damaged during the servicing of this contract shall be repaired and/or replaced by the successful Proposer at no cost to Germantown Municipal School District within five (5) business days after notification of damage from Germantown Municipal School District. Germantown Municipal School District reserves the right to withhold any payments, until the repair is made, and the final work is accepted by Germantown Municipal School District.

Z. 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 successful Proposer shall have no continuing obligation under the terms of this Contract.

AA. The successful Proposer agrees that Germantown Municipal School District may 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 RFP. Each of the said institutions must issue their own purchasing documents for purchasing the goods/services that are piggybacked on the contract between the successful Proposer and Germantown Municipal School District. Proposer agrees that Germantown Municipal School District shall bear no responsibility or liability for any agreements between the Proposer and other Institution(s) who desire to exercise this option.

BB. The successful Proposer and its employees will be expected to adhere to all applicable School Districts' policies and procedures.

CC. Prices quoted shall be guaranteed for a minimum of one (1) year from the date of the award and may not be modified between the time of proposal and time the RFP is awarded.

DD. Germantown Municipal School District has the right at their discretion to terminate or renegotiate this Agreement due to the occurrence of any event or action beyond its control. After such termination of this Contract, the customer shall have no continuing obligation under the terms of this Contract.

EE. Germantown Municipal School District encourages qualified minority and/or women-owned businesses to submit bids. Germantown Municipal School District awards bids without regard to race, age, color, national origin, religion, gender, sexual orientation, veteran status, sex, disability, genetic information, or any other classification protected by federal or state laws.

FF. In accordance with the Iran Divestment Act: **"By submission of this bid, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid each party thereto certifies as to its organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to T.C.A. §12-12-106"** I further attest and agree to immediately notify the Germantown Municipal School District Purchasing Department if either I or the entity I represent can no longer make the foregoing certification. I understand that failure to notify the Purchasing Department may invalidate any and all agreements I have with Germantown Municipal School District.

GG. Force Majeure: GMSD shall not be required to pay the successful Proposer for the period during which Germantown Municipal School District or facilities are closed due to an act of God, civil disobedience, fire, inclement weather, riot, war, picketing, strike, governmental action, lack of funding, infectious disease control purposes, infectious disease outbreak, or any conditions or cause beyond GMSD's control unless GMSD requires the services of the successful Proposer to perform services during said closures.

**HOLD HARMLESS AGREEMENT**

This Hold Harmless Agreement is between Campbell Clinic Name of Contractor (hereinafter Contractor), and Germantown Municipal School District Board of Education (GMSD). Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from GMSD, "Contractor" agrees to hold harmless and fully indemnify, protect, and defend, GMSD, its Board Members, agents, officers, and employees from every judgment, claim, demand, suit, or action of every nature and description which may be made by reason of any injury to person or damage to property caused by, in whole or in part, or arising out of or related to, any act, omission, or default of "Contractor" or of any of its employees, agents, assigns, or invitees, in connection with "Contractor's" provision of goods or services to GMSD.

(Name of Contractor) Campbell Clinic BY:
Daniel Shumate
TITLE: CEO

State of Tennessee
County of Shelby
Daniel Shumate personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of Campbell Clinic.

Signature
Witness by hand and Notary seal at office this 21 day of April, year of 2026.
Patti L Thompson
Notary Public

My Commission Expires: April 1, 2028

PATTI L. THOMPSON
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. APRIL 01, 2028

**Obtain Notary signature and return document**

## CERTIFICATE OF NON-DISCRIMINATION

By submission of this Request for Proposal, the Proposer (NAME OF FIRM)

Campbell Clinic, P.C.

certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, gender, sexual orientation, veteran status, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide for his/her/its employees any segregated facilities at any of his/her/its establishments; and, further, that he/she/it does not and will not permit his/her/its employees to perform their services at any location under his/her/its contract where segregated facilities are maintained.

Campbell Clinic, P.C.

PROPOSER'S NAME

SIGNATURE

4/21/2026

DATE

Daniel Shumate

Printed or Typed Name of Individual Signing for the Proposer

## REQUEST FOR PROPOSAL AGREEMENT

In compliance with the Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this Request for Proposal be accepted, to furnish any or all services 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 this contract , to protect, defend and hold harmless Germantown Municipal School District, their Board Members, agents, and employees from any suits or demands for payment that may be brought against it for the use of any product or article that becomes a part of this contract, and further agrees to indemnify and hold harmless Germantown Municipal School District, their Board Members, agents, and employees from any suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties, or his servants or agents in the course of fulfilling the terms of this contract.

Campbell Clinic Orthopaedics

Name of Firm

1400 S. Germantown Rd.

Address

Germantown, TN 38138

City State Zip

Daniel Shumate

Authorized Representative Signature

by July 6th 2026

Terms

(901) 759-3100 Fax (901) 759-3195

Phone Fax Number

iollar@campbellclinic.com

E-Mail Address

April 21, 2026

Date

**SCOPE OF SERVICES:**

This is a full-service contract for Sports Medicine Services. Successful Proposer(s) will be required to furnish all services as outlined in the proposal.

Initial Contract will run from July 1, 2026, through June 30, 2028, with the option to extend additional consecutive one (1) year periods at a price agreed upon by the parties. Contract pricing for the additional three (3) consecutive years following the first (2-year term) of the contract may not exceed the previous year's Consumer Price Index or 5% of the original bid price, whichever is the lesser.

**GENERAL SPECIFICATIONS:**

**1.1 The Respondent agrees to plan, organize, coordinate, and supervise the sports medicine program for all high school sports at GMSD.**

**1.2 The Respondent will provide two (2) full-time (not to exceed an average of 80 hours per week calculated over a twelve (12) month term) NATA-certified and Tennessee state-licensed athletic trainers (ATC/L). The ATC/L will:**

**- Be considered an independent contractor, not an agent or employee of GMSD.**

**- Operate an on-campus training room each school day, with the hours of operation decided by the GMSD Principal, Athletic Director, and the ATC/L, excluding in-service days, holidays, and other times when school is out of session.**

**- Provide services regarding injury prevention, emergency treatment, and sports injury rehabilitation.**

**- Serve as a liaison between the athlete, parent, coach, and team physician in matters relative to the prevention, care, and management of athletic injuries.**

**- Supervise and maintain the athletic training room.**

**- Coordinate the purchase of supplies and maintain inventory records of those supplies in coordination with the Athletic Director. Funds for these supplies will come from the GMSD Athletic budget.**

**- Maintain medical records on all athletes, including, but not limited to, injury evaluation, daily injury treatment, physician referral, and Respondent's medical records. Upon request, submit injury summary reports by sport at the end of each sports season.**

**- Provide appropriate procedures for the prevention, evaluation, and treatment of injury under the direction of a team physician or their designee.**

**- Coordinate and provide appropriate rehabilitation and follow-up of all injuries under the direction of a team physician or their designee.**

**- Supervise and educate student trainer staff and other school-approved volunteers involved in sports medicine activities in accordance with GMSD policy.**

**- Provide coverage for athletic events using the level of risk to choose between conflicting events. This will be left up to the discretion of the Athletic Trainer, Athletic Director, and coaching staff.**

**- Accompany selected high-risk sports teams to away games as designated by the Athletic Director. GMSD shall be responsible for the provision of transportation and accommodations equal to that of the most senior school coach in attendance at such game. The Respondent shall be responsible for reimbursing the ATC/L, as appropriate, for the expense of any meals.**

**- Coordinate physicals for student-athletes participating in school-related organized sports.**

**- In conjunction with the Athletic Director and coaching staff, establish emergency plans for each sport, practice, and game site. These will be consistent with and supplemental to any GMSD emergency plans, policies, and procedures.**

**- Perform additional responsibilities as may be necessary in carrying out the above-described duties. These duties may include equipment maintenance and reconditioning, drug testing, etc.**

**1.3 The Respondent will provide and maintain professional liability insurance on the ATC/L in an amount of not less than $1,000,000.00 for each occurrence and $3,000,000.00 aggregate as well as workers' compensation coverage on the ATC/L.**

1.4 GMSD understands that Respondent athletic trainers are not equipped to provide emergency services to student-athletes. In the event of an emergency, it will be necessary to call 911 for emergency assistance. If present, Respondent athletic trainers will provide basic first aid assistance to the student-athlete until the ambulance arrives.

## 2.0 – GMSD RESPONSIBILITY

2.1 GMSD agrees that it will not hire, either directly or indirectly, the athletic trainer(s) assigned to GMSD pursuant to this Agreement for the purpose of performing the same or similar services as athletic trainers will be performing pursuant to this Agreement during the term of this Agreement and, unless Respondent does not renew this Agreement, for a period of one year following the termination of this Agreement.

2.2 GMSD agrees to obtain all necessary and required consents and permissions prior to Respondent's provision of services hereunder in a form as approved by Respondent.

## 3.0 – FINANCIAL PROVISIONS

3.2 GMSD will allow the Respondent to run one (1) full-page ad free of charge in each school sports program, if applicable.

3.3 GMSD will allow the Respondent to hang one (1) banner at each home sporting event free of charge. The banner will be supplied by the Respondent, and GMSD will use its best efforts to maximize the visibility of the banner to home seating.

3.4 GMSD will reference the Respondent as providing athletic trainers in announcements at home games and provide recognition during the public broadcast of such sporting activities.

3.5 Respondent agrees to pay GMSD $5,500 per year for field maintenance and other expenses related to the GMSD athletic program.

## 4.0 COMMENCEMENT AND TERMINATION

4.1 The effective date of this Agreement shall be July 1, 2026, and the Agreement shall terminate on June 30, 2028.

4.2 Either party shall have the right to terminate this agreement upon sixty (60) days written notice if the other party is in breach of this Agreement, provided the terminating party states the specific reason for termination and the other party is not able to rectify the breach within thirty (30) days of the notice.

## 5.0 – MISCELLANEOUS

5.1 GMSD is not required or permitted to refer or influence the referral of patients to Respondent, nor is the agreement intended to influence business for Respondent.

5.2 Both GMSD and Respondent agree to comply with all relevant laws, including FERPA and HIPAA, to protect the confidentiality and security of student medical records and information.

**6.0 GMSD agrees to pay Respondent the sum of over the course of twelve (12) months as compensation for the above program. Payments shall be made as follows:**

**- Payment due in full on or before August 1, 2026.**

The dollar amount indicated below shall serve as the contract amount for this contract.

$ 35,000 .00

Please indicate the total dollar amount in writing below:

Thirty Five Thousand Dollars

As the representative of the Proposer, I represent by my signature below that the Company I represent agrees to all terms contained in RFP #FY2026-2027 and the pricing quoted above.

Campbell Clinic, P.C.
COMPANY NAME

Daniel Shumate
AUTHORIZED REPRESENTATIVE
(PRINT)

AUTHORIZED REPRESENTATIVE
(SIGNATURE)

4/21/2026
DATE

Campbell Clinic
ORTHOPAEDICS

# TREAT YOUR TEAM LIKE A CHAMPION

Keep your athletes healthy and take their game to the next level with the most comprehensive sports medicine and performance program in the region.

CAMPBELLCLINIC.COM | 901.759.3100

Campbell Clinic Orthopaedics @campbellclinicortho

Campbell Clinic
ORTHOPAEDICS

**Mr. Jason Manuel / Mrs. Hallie Ross / Mr. Marvis Davis**
**Houston High School**
**9755 Wolf River Blvd**

Dear Mr. Manuel / Mrs. Hallie Ross / Mr. Marvis Davis,

On behalf of our entire staff, I want to thank you for the opportunity to offer our services to your school. We have had the pleasure of serving athletic organizations across the Mid-South, and we are honored to share how we can help your athletes stay healthy while improving their performance.

There have been so many exciting developments and advancements on our Germantown campus recently, and we are excited for you to see what we have to offer. We believe in your mission and are committed to helping further it as we move forward.

Our initial proposal for services is attached, along with supporting documents. If you have any questions, you are always welcome to contact me or anyone on my team at any time.

We look forward to taking care of the Mustang family!

Regards,

Frederick M. Azar

**Frederick M. Azar, M.D.**

**CC:** Daniel Shumate, CEO
John Crockarell, MD, Chief of Staff
Tim Duffy, CFO
Drew Graham, Manager of Accel Performance and Wellness
Michael Williams, Director of Physical Therapy and Rehabilitation
Thaddeus Avery, ATC, Sports Medicine Manager
Irina Ollar, Director of Marketing and Public Relations

# A Tradition of Excellence in Sports Medicine

Founded in 1909, **Campbell Clinic** has enjoyed long-standing partnerships with local high school, collegiate and professional sports institutions for decades.

During that time, our physicians, physical therapists and athletic trainers have established relationships built on trust and responsiveness. Area coaches, administrators, parents and student-athletes count on our team to take their team to the next level.

We would be honored to have the opportunity to build upon our relationship with Houston High School as your **Official Sports Medicine Provider**. We can provide incredible value for your athletes by creating a comprehensive program that meets your specific needs.

Our practice is recognized as the leader in sports medicine in the region. We are known worldwide for our expertise and contributions to the field of orthopaedics — our team literally wrote the definitive book on orthopaedic medicine. We have been named the top sports medicine clinic in the Mid-South by *The Commercial Appeal* 15 years in a row, and *Memphis* magazine recently recognized us as "The Face of Sports Medicine in Memphis."

Our organization employs over 1200 individuals and over 95 providers, with annual revenues of more than $180 million. CVs for our chief of staff, primary care sports medicine physician, director of physical therapy and rehabilitation, sports medicine manager, manager of sports performance, and manager of sports performance are available upon request.

---

The following pages contain an overview of just a few of the many unique services we offer to our sports medicine partners.

**The following 14 schools choose Campbell Clinic for their sports medicine coverage:**

- Christian Brothers High School
- St. Mary's Episcopal School
- Horn Lake High School
- St. Benedict at Auburndale High School
- Bartlett High School
- Briarcrest Christian School
- Tipton Rosemark Academy
- First Assembly Christian School
- Center Hill High School
- Southaven High School
- Evangelical Christian School
- Hutchison
- St. George
- Germantown High School

Campbell Clinic also serves as the Official Sports Medicine Provider for the following area professional and collegiate athletic programs and brands:

ballet memphis | REACH FURTHER

## Concussion Assessment Program

Campbell Clinic is proud to offer the only formalized concussion assessment, evaluation and recovery services for our student athletes in the Mid-South. Our physicians are certified to properly assess and treat these very serious injuries, and we are currently the only sports medicine clinic in the region that provides comprehensive concussion testing and evaluation by a team of trained orthopaedic physicians.

With specially trained doctors available at our Germantown and Southaven locations, help is only a few minutes away when your athletes suffer head injuries and enter concussion protocol. When these injuries occur, timing is critical, and it is important to have immediate resources available for your sports medicine team to develop an action plan.

## Performance and Wellness Program

Campbell Clinic launched a comprehensive sports performance program designed to assess functional movement of athletes and identify areas that are weak and most susceptible to injury. This program combines injury prevention with strength, speed and agility training to help athletes maximize their performance on the court or field while minimizing time spent in the training room. Led by former NBA Athletic Trainer of the Year, Drew Graham.

**Accel Performance and Wellness** offers athletes across the Mid-South the opportunity to increase performance through healthy movement. This private sports performance facility features state-of-the-art training equipment, indoor/outdoor turf fields, hydrotherapy pools and recovery modules unavailable anywhere else in the region. Our team of performance coaches uses these resources to create personalized training plans that help athletes improve mobility, flexibility, stability, and their strength while helping them avoid injury.

## Modern Facilities

Our newly opened, 120,000-sq. ft., $45 million outpatient facility includes clinic and surgery suites to enable athletes to train, heal and recover all under one roof. The surgery center has private viewing suites for parents or coaches to observe surgery in real-time. Campbell Clinic also operates an existing outpatient facility on its Germantown campus, along with clinics in Southaven, Collierville, Mid-Town, East Memphis, Arlington, Olive Branch, Millington, and Oxford.

## Immediate Access through Technology

All Campbell Clinic athletic trainers are equipped with on-field technology that enables them to access a patient's medical record in real time. This technology also allows us to schedule a preferred access appointment on site, communicate with our network of staff physicians, and provide patient education information before an athlete leaves campus.

## Same-Day Walk-In Appointments for Students, Faculty and Family; Evening and Weekend Hours

Your time is valuable, and we want to provide the most efficient scheduling process available in the market. We gladly accept you on a walk-in basis at all our clinic locations. We also operate the region's most comprehensive After-Hours orthopaedic program, open evenings and Saturday mornings, in Germantown and Southaven—and we've expanded our coverage to provide regularly scheduled evening appointments for added convenience if you can't make it to a clinic during the day. You can also **Book Online** and we offer **Telehealth** Appointments!

# Access to the Top Sports Medicine Physicians in the Country

Dr. Frederick Azar

Dr. Nahum Beard

Dr Joshua Brandon

Dr. Houston Dove

Dr. Austin Hardaway

Dr. John Hyden

Dr. Matt Gilbert

Dr. Mariam Mansour

Dr. Henry Sherman

Dr. Anthony Mascioli

Dr. Wesley Owen

Dr. David Spence

Dr. Kristina Quirolgico

# Two -Year Partnership

## Cost Proposal / Fee Structure

Campbell Clinic proposes the following financial terms for remuneration of athletic trainer services:

- We recommend two (2) dedicated, full-time athletic trainers at the school working a combined 80 total hours per week - $35,000 for twelve months

**Total per year cost - $35,000**

**Optional Add On Items:**

- Additional 3rd ATC for 20 hours per week of service - $10,000
- Strength coach for 20 hours per week at the school - $15,000

---

## Campbell Clinic Contribution

- Our staff will work with your coaches to provide complimentary pre-participation athletic physicals.
- Annual allocation of non-capital supplies for athletic training room such as taping supplies, first aid items, etc. - **$7,500**
- Annual Marketing Stipend for Branded Assets - **$30,000**
- Field Maintenance and other expenses related to athletic program - **$5,500**
- On-Site Physician Training Room Hours - Complimentary
    - The assigned team physician will provide personalized service to your student athletes by visiting the training room and evaluating injuries as needed.

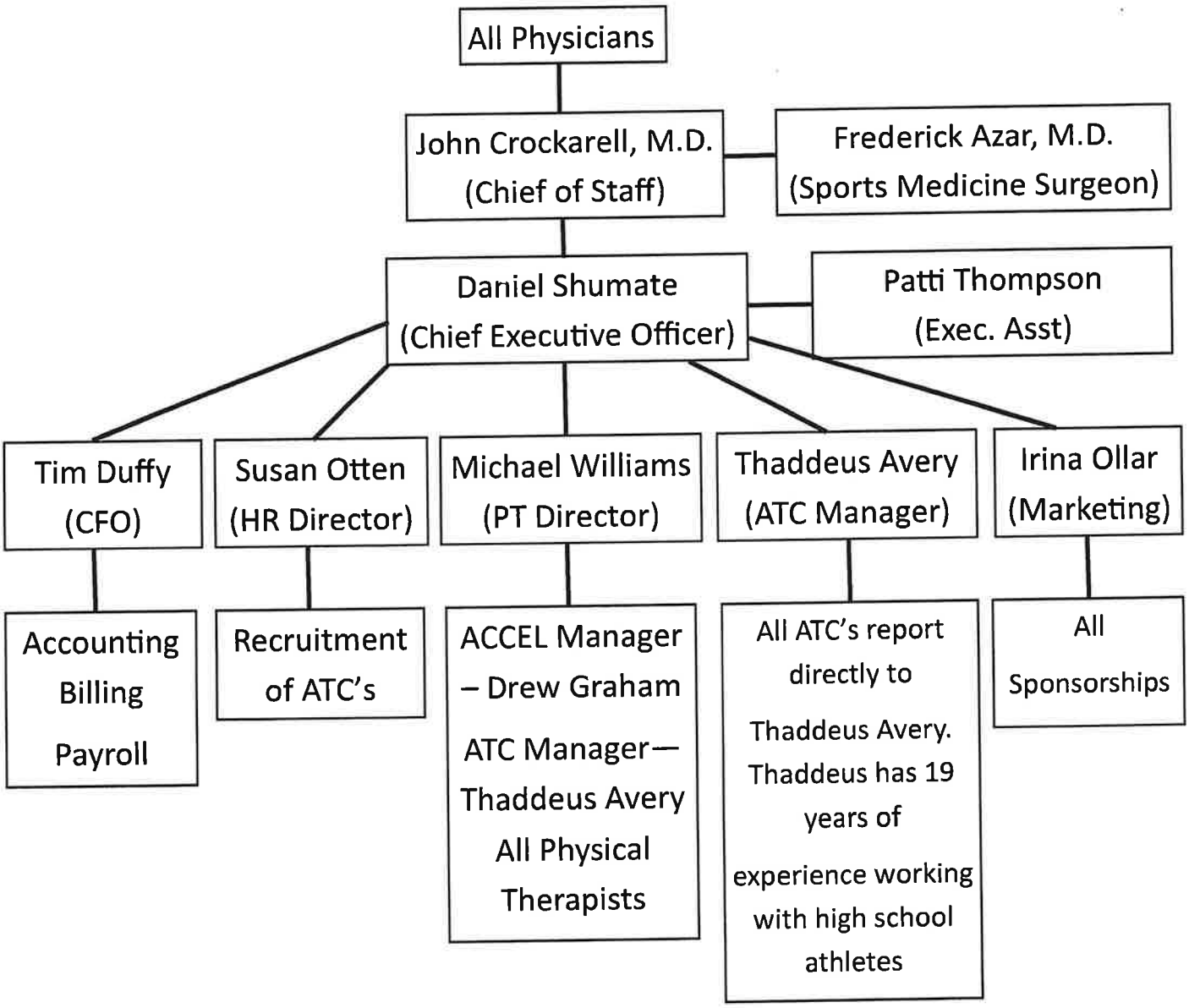
**Total Campbell Clinic Contribution Per Year: $43,000**

# Campbell Clinic®

ORTHOPAEDICS

Campbell Clinic ORTHOPAEDICS

# Organizational Chart—School Partners



Campbell Clinic ORTHOPAEDICS

References

**Bartlett High School:**

- Jim Steinbrecher, High School Athletic Director
- jsteinbrecher@bartlettschools.org

**Briarcrest Christian School:**

- Matt Saunders, Athletic Director
- mbsaunders@briarcrest.com

**Evangelical Christian School:**

- Scott Vogel, COO, Athletic Director
- svogel@ecseagles.com

**St. Mary's Episcopal School:**

- John Bartholomew, Athletic Director
- jbartholomew@stmarysschool.org

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Higginbotham Insurance Agency, Inc.
2670 Union Ave. Ext. Suite 100
Memphis TN 38112

CONTACT NAME: Patty Jameson
PHONE (A/C, No, Ext): 901-321-1000 FAX (A/C, No): 901-321-1099
E-MAIL ADDRESS: pjameson@higginbotham.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Midwest Employers Casualty Company | 23612 |
| INSURER B : The Travelers Indemnity Co of America | 25666 |
| INSURER C : The Travelers Indemnity Company | 25658 |
| INSURER D : Travelers Casualty Insurance Company Of America | 19046 |
| INSURER E : | |
| INSURER F : | |

**INSURED** CAMPCLI-07
Campbell Clinic Holdings, PC
1400 S. Germantown Rd
Germantown TN 38138

**COVERAGES** **CERTIFICATE NUMBER:** 1661434899 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [ ] OCCUR [X]<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | P-630-3X635533-TIA-26 | 2/1/2026 | 2/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| C | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | BA-3X636112-26-43-G | 2/1/2026 | 2/1/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| D | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | CUP-3X636148-26-43 | 2/1/2026 | 2/1/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>Y/N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | KRM264706216 | 6/11/2025 | 6/11/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Named Insureds: Campbell Clinic Arlington MOB LP; Campbell Clinic PC; Campbell Clinic Surgery Center, LLC; Campbell Clinic WR MOB LP; Wolf River Medical Center LTD LP; CC BPCI PLC; Campbell Clinic Collierville MOB, LP; Campbell Clinic Desoto MOB LP

**CERTIFICATE HOLDER**

For Information Only

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SVMIC™

# State Volunteer Mutual Insurance Company
# Certificate of Professional Liability Insurance

| This Certificate is Issued to: | Name of Insured and Policy Information: |
|---|---|
| CAMPBELL CLINIC INC<br>ATTN DANIEL SHUMATE<br>1400 S GERMANTOWN ROAD<br>GERMANTOWN, TN 38138 | CAMPBELL CLINIC INC<br>ATTN DANIEL SHUMATE<br>1400 S GERMANTOWN ROAD<br>GERMANTOWN, TN 38138 |

Account Number: **900288**
Policy Number: **89-2168**
Retroactive Date: **06/07/1976**
Policy Period: **06/07/2025** To: **06/07/2026**
(12:01 A.M. standard time)

The Policy identified above by a policy number is in force on the date of this Certificate of Insurance. Insurance is afforded only with respect to those coverages for which a specific limit of liability has been entered and is subject to all the terms of the policy. This Certificate of Insurance neither affirmatively or negatively amends, extends or alters the coverage afforded under the policy, or binder identified in this document. In the event of cancellation of the policy, SVMIC will make all reasonable effort to send notice of cancellation to the Certificate Holder at the address shown, but the Company assumes no responsibility for any mistake or failure to give such notice.

| Coverages | Limits of Liability | |
|---|---|---|
| A. Individual Professional Liability | each medical incident<br>**N/A** | annual aggregate<br>**N/A** |
| B. Practice Entity Professional Liability | each medical incident<br>**Not less than $1,000,000** | annual aggregate<br>**Not less than $3,000,000** |
| C. Extender Employee Professional Liability | each medical incident<br>**Not less than $1,000,000** | annual aggregate<br>**Not less than $3,000,000** |
| D. Office Premises Liability | | annual aggregate<br>**N/A** |
| E. Office Premises Medical Payments | each person<br>**N/A** | each accident<br>**N/A** |

**The following are covered under Coverage C. Coverage is provided only while working for the named insured.**

**42 Physician Assistant**
**14 Nurse Practitioner**
**1 Physician Assistant**

**Mutual Interests. Mutually Insured.**

5364229-P000000-900288-900288 Authorized Representative: **Hayley Bordes**

PO Box 1065 Brentwood, TN 37024-1065 Phone 615.377.1999 Toll Free 800.342.2239 Fax 615.843.0347 www.svmic.com

GERMANTOWN
MUNICIPAL SCHOOL DISTRICT
Excellence. Always.

## Germantown Municipal School District Request for Proposals

Sports Medicine Services for Houston High School
Germantown Municipal School District
RFP # GMSD-FY2026-002

# ADDENDUM #1

**PROPOSALS DUE:** 2:00 p.m. CST, April 23, 2026. **LOCATION**: Germantown Municipal School District Administrative Offices, 3350 South Forest Hill Irene Road, Germantown, TN 38138

**NUMBER OF documents OF ADDENDUM #1**: three (3) documents, including this Addendum Acknowledgement Form.

*All signed Addenda must be acknowledged and included with your response to GMSD RFP # FY2026-002 Sports Medicine Services for Houston High School-Germantown Municipal School District. Failure to sign, acknowledge and include all Addenda will result in your proposal being disqualified and rejected.*

Names and signatures below certify that you acknowledge, understand, and agree to all information in Addendum #1- RFP # GMSD-FY2026-002.

| _____ | _____ | |
|---|---|---|
| *Authorized Representative (Print)* | *Signature* | *Date* |

TO ALL PROPOSERS:

The original specifications prepared by GMSD for this request for proposals, are hereby amended as noted in this Addendum No. One.

**General Terms and Conditions Questions:**

1. A.1: Company Organization Chart/Management Structure - can you provide additional context into the details you would like us to list under this section?

   **Response: Please provide an overview of your organization that includes key leadership personnel, reporting structure, and individuals who would be directly involved in servicing GMSD. This should include titles, roles, and responsibilities to give us a clear understanding of operational oversight and day-to-day management.**

2. Y: Is normal wear and tear of equipment such as Normatec included in this category?

   **Response: Yes, normal wear and tear of equipment such as Normatec units would fall under this category.**

**Scope of Services Questions:**

3. 1.2: Perform additional responsibilities. These duties may include equipment maintenance and reconditioning, drug testing, etc. Can you provide additional context on the intended scope of this requirement?

   **Response: This section is intended to provide flexibility based on the provider's capabilities. Responsibilities may include, but are not limited to:**

   - **Basic equipment maintenance and upkeep**
   - **Reconditioning and recovery services**
   - **Assistance with injury prevention protocols**
   - **Support with drug testing coordination if applicable**

   **We understand that not all providers will offer the same services, so please outline what your organization can reasonably provide within this scope.**

**Financial Provisions Questions:**

4. 3.5: Respondent agrees to pay $5,500 per year for field maintenance and other expenses related to the GMSD athletic program. Can you provide additional details regarding what this money will be used towards?

   **Response: The annual contribution of $5,500 will be used to support overall athletic program needs, including but not limited to:**

   - **Field and facility maintenance/ Advertising- Sponsorship**

- **Equipment upkeep and improvements**
- **General athletic department operational support**

5. What is the time frame of when a decision will be made on the selection of the bid winner?

   **Response: GMSD administration intends to bring a recommendation of a winning/successful proposer to the school board at the May school board meeting. May/June would be time for start up, planning, and mobilization, with the winning proposer fully beginning July 1, 2026.**

END OF ADDENDUM NO. ONE

GERMANTOWN
MUNICIPAL SCHOOL DISTRICT
Excellence. Always.

# REQUEST FOR PROPOSAL GMSD #FY2026-002

## Sports Medicine Services
## For
## Houston High School

Proposals Due on April 23, 2026, no later than 2PM CST

Proposals will be accepted on this date
at the
**GERMANTOWN MUNICIPAL SCHOOLS DISTRICT OFFICES**
3350 S. Forest Hill Irene Road, Germantown, TN 38138

# NOTICE TO PROPOSERS
# REQUEST FOR PROPOSAL FY2026-2027
# **GMSD Sports Medicine Services**

Tuesday, March 24, 2026

Germantown Municipal School District is soliciting this Request for Proposal (RFP) for Sports Medicine Services. General Terms and Conditions, Scope of Services, General Specifications and Specifications for this RFP are contained on the following pages.

**All proposals must be received by Germantown Municipal School District - Purchasing, Attn: Marvis Davis Germantown Municipal School District, 3350 S. Forest Hill Irene Rd. 38138, by 2:00 PM, Central Time, Thursday April 23, 2026, prior to the RFP deadline date and time. Proposals received after the specified date and time will be considered late and will not be opened or considered. Please use the label attached to all proposals. Proposals will not be accepted via any form of electronic media.**

Questions regarding RFP specifications should be directed to Marvis Davis, District Athletic Director, Germantown Municipal School District, at Marvis.davis@gmsdk12.org, no later than 4:00 PM on Thursday, April 10, 2026. Purchasing questions should be directed to Josh Cathey, Purchasing, josh.cathey@gmsdk12.org, no later than 4:00 PM on Thursday, April 10, 2026. **All questions must be submitted by email. Responses to questions will be published by way of addenda on the District website under Bids and RFP Opportunities.**

Germantown Municipal School District reserves the right to reject any or all Proposals, waive defects or informalities in Proposals the bid award shall be made to the Proposer that is determined, in the sole discretion of GMSD, to have the proposal that best serves the interest of Germantown Municipal School District.

In compliance with this Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this Proposal be accepted, to furnish any or all of 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 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 board members, agents and employees arising out of the use of any product or article that is provided pursuant to the Proposal. Proposer 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 payment, 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 Proposer performing or failing to perform the service related to this Proposal and/or providing or failing to provide the goods related to this Proposal.

Proposer also certifies that he/she/it does not discriminate against any employee or qualified applicant for employment on the grounds of race, age, color, national origin, religion, gender, sexual orientation, veteran status, sex, disability, genetic information, or any other classification protected by federal and state laws.

Germantown Municipal School District offers educational, employment and business opportunities without regard to race, age, color, national origin, religion, gender, sexual orientation, veteran status, sex, disability or genetic information.

_____ Terms: _____ Delivery: Days A.R.O _____

Company Name

_____ _____

Address Phone Fax

_____ _____

City State Zip Email address

Name and signature below certify that you understand and agree to the requirements above as well as all the information contained in this Request for Proposal.

_____ _____

Authorized Representative (Print) Signature Date

**GENERAL TERMS AND CONDITIONS**

A. Proposals should provide a straightforward and concise presentation, adequate to satisfy the requirements of the Request for Proposal (RFP). Emphasis should be on completeness, clarity of contents and responsiveness to the RFP. Proposals should be structured to respond to the RFP specifications. Format of Request for Proposal response should be as follows:

1. Company Organization Chart/Management Structure and Personnel Qualifications (include experience in k-12 school environment and qualifications of staff.
2. Staffing Recommendations for Project.
3. Fee Schedule
4. References (Minimum of 3)
5. Other information as specified or included for consideration
6. Completed and Signed Request for Proposal Cover Sheet
7. Completed and Signed Certificate of Non-Discrimination Form
8. Completed and Signed Request for Proposal Agreement
9. Completed and Notarized Hold Harmless Agreement
10. Completed Request for Pricing Sheet

B. Estimated Project Timing:

• RFP Posted/Emailed March 24, 2026

• Deadline for Questions April 10, 2026, by 4:00 PM CST • Response to Questions will be posted in the form of an addendum. **Proposers are responsible for checking the website for addenda.**

• RFP Responses Due April 23, 2026, 2:00 PM CST

• Implementation Begins July 1, 2026

C. Evaluation of the proposals will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to Germantown Municipal School District, considering technical factors and other factors set forth herein.

The proposals will be evaluated, and a vendor selected using the following criteria and rubric below:

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

Major Weights
Qualifications & Experience 15%
Quality Assurance / Customer Service 15%
Project Plan, including staffing 30%
Cost 30%
References 10%
Total 100%

D. Initial Contract will run from July 1, 2026, through June 30, 2028, with the option to extend additional consecutive one (1) year periods at a price agreed upon by the parties. Contract pricing for the additional three (3) consecutive years following the first (2-year term) of the contract may not exceed the previous year's Consumer Price Index or 5% of the original bid price, whichever is the lesser.

E. Proposer to submit four (4) complete hardcopy sets (original and three (3) copies) and three (3) soft copies on USB Memory Key. Responses shall be delivered in a sealed envelope and/or carton clearly marked, "RFP #FY 2026-2027 – GMSD Sports Medicine Services". All price quotations and related materials must be received in a sealed envelope and/or carton. Time, date and nature of RFP must be clearly marked on face of sealed envelope or a carton. Attach label from last page of this document to outside of your RFP response.

F. **All proposals must be received by Germantown Municipal School District - Purchasing, Attn: Marvis Davis, Germantown Municipal School District, 3350 S. Forest Hill Irene Rd. 38138, by 2:00 PM, Central Time, Thursday, April 23, 2026, prior to the aforementioned RFP deadline date and time. Proposals received after the specified date and time will be considered late and will not be opened or considered. Please use the label attached to all proposals. Proposals will not be accepted via any form of electronic media**.

G. Questions regarding RFP specifications should be directed to Marvis Davis, District Director of Athletics, Germantown Municipal School District, Marvis.Davis@gmsdk12.org, no later than 4:00 PM on, April 10, 2025. Purchasing questions should be directed to Josh Cathey, Purchasing, josh.cathey@gmsdk12.org, no later than 4:00 PM on April 10, 2026, **all questions must be submitted by email.**

**H. Any and/all revisions made to the notice to Proposers made prior to the bid deadline will be posted on the Germantown Municipal School District website, https://www.gmsdk12.org/departments/finance/bidrfp-opportunities and will be the responsibility of the Proposer to check for any and/all revisions.**

I. Sports Medicine Services will be provided for Houston High School for this Request for Proposal.

J. **There is no guarantee as to the total amount of funds in the award of this RFP.**

K. The General Terms and Conditions, Scope of Services, General Specifications and Cleaning Specifications in no way favor one (1) vendor over another. Proposers shall abide by and comply with the true intent of the General Terms and Conditions, Scope of Services, General Specifications and Cleaning Specifications and not take advantage of any unintentional RFP error or omission on the part of Germantown Municipal School District. Germantown Municipal School District reserves the right to make final determination as to the intent of this RFP.

L. Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the Proposer must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and therefore disqualified.

M. It is agreed and understood that state laws shall govern any contract and/or order placed because of this RFP. The rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of Tennessee.

N. During the contract period, no change will be permitted in any of its terms or conditions unless the Proposer receives written approval from Germantown Municipal School District.

O. By agreeing to provide goods or services to any school within the Germantown Municipal School District, you are attesting that you are aware of your obligations under T.C.A. § 49-5-413(d) to ensure that all your employees or subcontractor's employees who have direct contact with students or to the children in the school district's child care program or who have access to the grounds of any School District when children are present have done the following:

1. Supplied a fingerprint sample and submitted to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to having any contact with the School District's children or entering the grounds of the School District.
2. Successfully passed the criminal history records check. If the criminal history records check indicates that the employee or subcontractor's employees has been convicted of an offense that, if committed on or after July 1, 2007, is classified as a sexual offense in the T.C.A. § 40-39-202(17) or a violent sexual offender in the T.C.A. § 40-39-202(25) the employee or subcontractor's employees may not enter the grounds of the School District or have direct contact with students of the School District or to children in the School Districts child care program.

The successful Proposer also agrees that if one of your employees or subcontractor's employees commits a sexual offense as defined in T.C.A. § 40-39-202 or violent sexual offense as defined in T.C.A. § 40-39-202 after you have conducted your initial criminal history check on such employee or subcontractor's employee, said employee or subcontractor's employee will notify you of the offense and you will subsequently not permit that employee or subcontractor's employee to have contact with students of the School District or to children in a School District's child care program or to enter the grounds of the School District.

You also agree and understand that your failure to satisfy all the requirements of T.C.A. § 40-39-202(17) will be deemed to be a material breach of this and all contracts with Germantown Municipal School District which could subject you to breach of contract damages and/or termination of this and all contracts with Germantown Municipal School District.

P. The successful Proposer agrees that they will function as an independent contractor. It is understood that the Proposer, if awarded an order or contract, shall indemnify, protect 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 board members, agents and employees arising out of the use of any product or article that is provided pursuant to this RFP. Proposer 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 payment, 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 Proposer performing or failing to perform the service related to this RFP and/or providing or failing to provide the goods related to this RFP.

Q. Upon award of the bid, the bid award letter, this RFP and the Proposer's response shall serve as the contract between the parties. In the event that there is a conflict between the bid award letter, the RFP and the RFP Response, the controlling order shall be the bid award letter, the RFP and the RFP response.

R. Germantown Municipal School District reserves the right to request any additional information deemed necessary in the evaluation of this RFP.

S. The successful Proposer must carry insurance as specified below and a Certificate of Insurance must be submitted within five (5) business days from the date of bid award. Insurance shall be provided by a company licensed to write insurance policies in the State of Tennessee and acceptable to Germantown Municipal School District. All such insurance shall be in form and substance satisfactory to Germantown Municipal School District and shall provide that it will not be subject to cancellation or non-renewal except after thirty (30) days prior written notice to Germantown Municipal School District.

| | | |
|---|---|---|
| Commercial General Liability | Each Occurrence | $1,000,000 |
| | Damages to Rented Premises | $100,000 |
| | Medical Expenses | $5000 |
| | Personal and ADV Injury | $1,000,000 |
| | General Aggregate | $3,000,000 |
| | Products - Comp/OP AGG | Included |
| | Employee Benefits | $1,000,000 |
| Auto Liability | Combined Single Limit | $1,000,000 |
| | Medical Payments | $5,000 |
| Workers Compensation and Employers' Liability | Each Accident | $500.000 |
| | Disease - Each Employee | $500,000 |
| | Disease - Policy Limit | $500,000 |
| Umbrella Liability | Each Occurrence | $5,000,000 |
| | Aggregate | $5,000,000 |
| Professional Liability | Aggregate | $3,000,000 |
| | Occurrence | $1,000,000 |
| Employee Dishonesty | | $500,000 limit |

Germantown Municipal School District Board of Education shall be conspicuously named on the Certificate of Insurance as an additional insured.

T. Germantown Municipal School District shall be supplied satisfactory proof of coverage of the above required insurance. If proof of coverage in the amount set forth above is not received within five (5) business days after the award of contract is received, Germantown Municipal School District may award the contract to another Proposer.

U. Companies submitting RFPs must, if deemed necessary, be willing to meet with Germantown Municipal School District at the Proposer's expense, to discuss their proposal. Germantown Municipal School District shall not bear any costs or obligation with regard to the preparation of the proposal.

V. If at any time Germantown Municipal School District is/are dissatisfied with the quality of service provided by the successful proposer, a written notice of the specific problem(s) will be furnished to the successful Proposer by letter or email. If the problem is not corrected to the satisfaction of Germantown Municipal School District within 30 days of the written notice, this and all contracts with the successful Proposer may be unilaterally terminated by Germantown Municipal School District with no further obligation on the part of Germantown Municipal School District. This and all other existing contracts if any with the successful Proposer may be terminated if two (2) or more notices of dissatisfaction are sent to the successful

proposer within any twelve (12) month period. The Proposer understands that it may be removed from bid consideration by Germantown Municipal School District of all future bids, should Germantown Municipal School District deem any product or service provided by the successful Proposer to be deficient.

W. Germantown Municipal School District reserves the right to reject any or all responses, waive defects or informalities in responses and to make awards as deemed to be in its best interest. The bid award shall be made to the Proposer that is determined in the sole discretion of GMSD, to have presented the proposal that best serves the interest of Germantown Municipal School District. Contracts may be awarded to one or multiple firms; however, no Proposer may subcontract their responsibilities provided herein.

X. During the term of the contract, as deemed necessary, Germantown Municipal School District reserves the right to seek competitive pricing for bid items in the pre-proposer's bid proposal.

Y. All equipment and/or property of Germantown Municipal School District that is damaged during the servicing of this contract shall be repaired and/or replaced by the successful Proposer at no cost to Germantown Municipal School District within five (5) business days after notification of damage from Germantown Municipal School District. Germantown Municipal School District reserves the right to withhold any payments, until the repair is made, and the final work is accepted by Germantown Municipal School District.

Z. 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 successful Proposer shall have no continuing obligation under the terms of this Contract.

AA. The successful Proposer agrees that Germantown Municipal School District may 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 RFP. Each of the said institutions must issue their own purchasing documents for purchasing the goods/services that are piggybacked on the contract between the successful Proposer and Germantown Municipal School District. Proposer agrees that Germantown Municipal School District shall bear no responsibility or liability for any agreements between the Proposer and other Institution(s) who desire to exercise this option.

BB. The successful Proposer and its employees will be expected to adhere to all applicable School Districts' policies and procedures.

CC. Prices quoted shall be guaranteed for a minimum of one (1) year from the date of the award and may not be modified between the time of proposal and time the RFP is awarded.

DD. Germantown Municipal School District has the right at their discretion to terminate or renegotiate this Agreement due to the occurrence of any event or action beyond its control. After such termination of this Contract, the customer shall have no continuing obligation under the terms of this Contract.

EE. Germantown Municipal School District encourages qualified minority and/or women-owned businesses to submit bids. Germantown Municipal School District awards bids without regard to race, age, color, national origin, religion, gender, sexual orientation, veteran status, sex, disability, genetic information, or any other classification protected by federal or state laws.

FF. In accordance with the Iran Divestment Act: **"By submission of this bid, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid each party thereto certifies as to its organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to T.C.A. §12-12-106"** I further attest and agree to immediately notify the Germantown Municipal School District Purchasing Department if either I or the entity I represent can no longer make the foregoing certification. I understand that failure to notify the Purchasing Department may invalidate any and all agreements I have with Germantown Municipal School District.

GG. Force Majeure: GMSD shall not be required to pay the successful Proposer for the period during which Germantown Municipal School District or facilities are closed due to an act of God, civil disobedience, fire, inclement weather, riot, war, picketing, strike, governmental action, lack of funding, infectious disease control purposes, infectious disease outbreak, or any conditions or cause beyond GMSD's control unless GMSD requires the services of the successful Proposer to perform services during said closures.

## HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between _____Name of Contractor (hereinafter Contractor), and Germantown Municipal School District Board of Education (GMSD). Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from GMSD, "Contractor" agrees to hold harmless and fully indemnify, protect, and defend, GMSD, its Board Members, agents, officers, and employees from every judgment, claim, demand, suit, or action of every nature and description which may be made by reason of any injury to person or damage to property caused by, in whole or in part, or arising out of or related to, any act, omission, or default of "Contractor" or of any of its employees, agents, assigns, or invitees, in connection with "Contractor's" provision of goods or services to GMSD.

(Name of Contractor) _____ BY:

_____

TITLE: _____

State of Tennessee

County of Shelby

_____ personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of _____.

_____

Signature

Witness by hand and Notary seal at office this _____ day of _____, year of _____.

_____

Notary Public

My Commission Expires: _____

**Obtain Notary signature and return document**

**CERTIFICATE OF NON-DISCRIMINATION**

By submission of this Request for Proposal, the Proposer (NAME OF FIRM)

_____

certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, gender, sexual orientation, veteran status, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide for his/her/its employees any segregated facilities at any of his/her/its establishments; and, further, that he/she/it does not and will not permit his/her/its employees to perform their services at any location under his/her/its contract where segregated facilities are maintained.

_____

PROPOSER'S NAME

_____

SIGNATURE

_____

DATE

_____

Printed or Typed Name of Individual Signing for the Proposer

**REQUEST FOR PROPOSAL AGREEMENT**

In compliance with the Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this Request for Proposal be accepted, to furnish any or all services 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 this contract , to protect, defend and hold harmless Germantown Municipal School District, their Board Members, agents, and employees from any suits or demands for payment that may be brought against it for the use of any product or article that becomes a part of this contract, and further agrees to indemnify and hold harmless Germantown Municipal School District, their Board Members, agents, and employees from any suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties, or his servants or agents in the course of fulfilling the terms of this contract.

_____

Name of Firm

_____

Address

_____

City State Zip

_____/_____

Authorized Representative Signature

_____

Terms

_____

Phone Fax Number

_____

E-Mail Address

_____

Date

**SCOPE OF SERVICES:**

This is a full-service contract for Sports Medicine Services. Successful Proposer(s) will be required to furnish all services as outlined in the proposal.

Initial Contract will run from July 1, 2026, through June 30, 2028, with the option to extend additional consecutive one (1) year periods at a price agreed upon by the parties. Contract pricing for the additional three (3) consecutive years following the first (2-year term) of the contract may not exceed the previous year's Consumer Price Index or 5% of the original bid price, whichever is the lesser.

**GENERAL SPECIFICATIONS:**

**1.1 The Respondent agrees to plan, organize, coordinate, and supervise the sports medicine program for all high school sports at GMSD.**

**1.2 The Respondent will provide two (2) full-time (not to exceed an average of 80 hours per week calculated over a twelve (12) month term) NATA-certified and Tennessee state-licensed athletic trainers (ATC/L). The ATC/L will:**

**- Be considered an independent contractor, not an agent or employee of GMSD.**

**- Operate an on-campus training room each school day, with the hours of operation decided by the GMSD Principal, Athletic Director, and the ATC/L, excluding in-service days, holidays, and other times when school is out of session.**

**- Provide services regarding injury prevention, emergency treatment, and sports injury rehabilitation.**

**- Serve as a liaison between the athlete, parent, coach, and team physician in matters relative to the prevention, care, and management of athletic injuries.**

**- Supervise and maintain the athletic training room.**

**- Coordinate the purchase of supplies and maintain inventory records of those supplies in coordination with the Athletic Director. Funds for these supplies will come from the GMSD Athletic budget.**

**- Maintain medical records on all athletes, including, but not limited to, injury evaluation, daily injury treatment, physician referral, and Respondent's medical records. Upon request, submit injury summary reports by sport at the end of each sports season.**

**- Provide appropriate procedures for the prevention, evaluation, and treatment of injury under the direction of a team physician or their designee.**

**- Coordinate and provide appropriate rehabilitation and follow-up of all injuries under the direction of a team physician or their designee.**

**- Supervise and educate student trainer staff and other school-approved volunteers involved in sports medicine activities in accordance with GMSD policy.**

**- Provide coverage for athletic events using the level of risk to choose between conflicting events. This will be left up to the discretion of the Athletic Trainer, Athletic Director, and coaching staff.**

**- Accompany selected high-risk sports teams to away games as designated by the Athletic Director. GMSD shall be responsible for the provision of transportation and accommodations equal to that of the most senior school coach in attendance at such game. The Respondent shall be responsible for reimbursing the ATC/L, as appropriate, for the expense of any meals.**

**- Coordinate physicals for student-athletes participating in school-related organized sports.**

**- In conjunction with the Athletic Director and coaching staff, establish emergency plans for each sport, practice, and game site. These will be consistent with and supplemental to any GMSD emergency plans, policies, and procedures.**

**- Perform additional responsibilities as may be necessary in carrying out the above-described duties. These duties may include equipment maintenance and reconditioning, drug testing, etc.**

**1.3 The Respondent will provide and maintain professional liability insurance on the ATC/L in an amount of not less than $1,000,000.00 for each occurrence and $3,000,000.00 aggregate as well as workers' compensation coverage on the ATC/L.**

**1.4 GMSD understands that Respondent athletic trainers are not equipped to provide emergency services to student-athletes. In the event of an emergency, it will be necessary to call 911 for emergency assistance. If present, Respondent athletic trainers will provide basic first aid assistance to the student-athlete until the ambulance arrives.**

**2.0 – GMSD RESPONSIBILITY**

**2.1 GMSD agrees that it will not hire, either directly or indirectly, the athletic trainer(s) assigned to GMSD pursuant to this Agreement for the purpose of performing the same or similar services as athletic trainers will be performing pursuant to this Agreement during the term of this Agreement and, unless Respondent does not renew this Agreement, for a period of one year following the termination of this Agreement.**

**2.2 GMSD agrees to obtain all necessary and required consents and permissions prior to Respondent's provision of services hereunder in a form as approved by Respondent.**

**3.0 – FINANCIAL PROVISIONS**

**3.2 GMSD will allow the Respondent to run one (1) full-page ad free of charge in each school sports program, if applicable.**

**3.3 GMSD will allow the Respondent to hang one (1) banner at each home sporting event free of charge. The banner will be supplied by the Respondent, and GMSD will use its best efforts to maximize the visibility of the banner to home seating.**

**3.4 GMSD will reference the Respondent as providing athletic trainers in announcements at home games and provide recognition during the public broadcast of such sporting activities.**

**3.5 Respondent agrees to pay GMSD $5,500 per year for field maintenance and other expenses related to the GMSD athletic program.**

**4.0 COMMENCEMENT AND TERMINATION**

**4.1 The effective date of this Agreement shall be July 1, 2026, and the Agreement shall terminate on June 30, 2028.**

**4.2 Either party shall have the right to terminate this agreement upon sixty (60) days written notice if the other party is in breach of this Agreement, provided the terminating party states the specific reason for termination and the other party is not able to rectify the breach within thirty (30) days of the notice.**

**5.0 – MISCELLANEOUS**

**5.1 GMSD is not required or permitted to refer or influence the referral of patients to Respondent, nor is the agreement intended to influence business for Respondent.**

**5.2 Both GMSD and Respondent agree to comply with all relevant laws, including FERPA and HIPAA, to protect the confidentiality and security of student medical records and information.**

**6.0 GMSD agrees to pay Respondent the sum of over the course of twelve (12) months as compensation for the above program. Payments shall be made as follows:**

**- Payment due in full on or before August 1, 2026.**

The dollar amount indicated below shall serve as the contract amount for this contract.

$_____.00

Please indicate the total dollar amount in writing below:

_____

As the representative of the Proposer, I represent by my signature below that the Company I represent agrees to all terms contained in RFP #FY2026-2027 and the pricing quoted above.

_____
COMPANY NAME

_____
AUTHORIZED REPRESENTATIVE
(PRINT)

_____
AUTHORIZED REPRESENTATIVE
(SIGNATURE)

_____
DATE

**All proposals must be received and time stamped at Germantown Municipal School District, Purchasing - Attn: Marvis Davis, 3350 S. Forest Hill Irene Road 38138, prior to stated deadline date and time. Bids received after the specified date and time are 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 the face of sealed envelope.**

**BID LABEL - ATTACH TO OUTSIDE OF ENVELOPE AND MAKE SURE IT'S RECEIVED BY THE BID DEADLINE DATE**

# BID #FY2026-2027

_____ Company Name

_____ Address

_____ City, State, Zip

**RFP Due**

Date: April 23, 2026

Time: 2:00 PM

**Nature of Bid:**
**FY2026-2027 GMSD Sports Medicine Services**

**Germantown Municipal School District Purchasing - Attn: Marvis Davis**
**3350 S. Forest Hill Irene Rd.**
**Germantown, TN 38138**

# NOTICE TO PROPOSERS
# REQUEST FOR PROPOSAL GMSD FY2026-003
# **GMSD Janitorial Services**

Tuesday April 7, 2026

Germantown Municipal School District is submitting this Request for Proposal (RFP) for Janitorial Services. General Terms and Conditions, Scope of Services, General Specifications and Cleaning Specifications for this RFP are contained on the following pages.

There will be an optional pre-proposal meeting beginning at 1:30 PM, CST, Tuesday, April 14, 2026. All interested proposers will meet at Houston High School - 9755 Wolf River Blvd, Germantown, TN 38139. This will be an opportunity to tour one or multiple facilities.

**All proposals must be received by Germantown Municipal School District - Purchasing, Attn: Josh Cathey, Germantown Municipal School District, 3350 S. Forest Hill Irene Rd, Germantown, TN, 38138, by 2:00 PM, Central Time, Tuesday, April 28, 2026 prior to the aforementioned RFP deadline date and time. Proposals received after the specified date and time will be considered late and will not be opened, or considered. Please use the label attached to all proposals. Proposals will not be accepted via any form of electronic media.**

Questions regarding RFP specifications should be directed to Zac Percoski, Executive Director of Operations, Germantown Municipal School District, zachary.percoski@gmsdk12.org, not later than 12:00 PM on Friday, April 17, 2026. Purchasing questions should be directed to Josh Cathey, Deputy Superintendent, josh.cathey@gmsdk12.org, no later than 12:00 PM on Friday, April 17, 2026. **All questions must be submitted by email.**

Germantown Municipal School District reserves the right to reject any or all Proposals, waive defects or informalities in Proposals the bid award shall be made to the Proposer that is determined, in the sole discretion of GMSD, to have the proposal that best serves the interest of Germantown Municipal School District.

In compliance with this Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this Proposal be accepted, to furnish any or all of 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 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 board members, agents and employees arising out of the use of any product or article that is provided pursuant to the Proposal. Proposer 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 payment, 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 Proposer performing or failing to perform the service related to this Proposal and/or providing or failing to provide the goods related to this Proposal.

Proposer also certifies that he/she/it does not discriminate against any employee or qualified applicant for employment on the grounds of race, age, color, national origin, religion, gender, sexual orientation, veteran status, sex, disability, genetic information, or any other classification protected by federal and state laws.

Germantown Municipal School District offers educational, employment and business opportunities without regard to race, age, color, national origin, religion, gender, sexual orientation, veteran status, sex, disability or genetic information.

_____ 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 the requirements above as well as all the information contained in this Request for Proposal.

_____ _____

Authorized Representative (Print) Signature Date

**GENERAL TERMS AND CONDITIONS**

A. Proposals should provide a straightforward and concise presentation, adequate to satisfy the requirements of the Request for Proposal (RFP). Emphasis should be on completeness, clarity of contents and responsiveness to the RFP. Proposals should be structured to respond to the RFP specifications. Format of Request for Proposal response should be as follows:

I. Company Organization Chart/Management Structure and Personnel Qualifications (include experience in cleaning schools, management, supervisors, custodians, and/or sub custodial contractors)

II. Staffing Recommendations for Project, including wages.

III. Project Plan

IV. Quality Control Procedures. (Standardized process for handling claims arising from accidents or other incidents such as theft associated with cleaning services provider; including but not limited to a mechanism for reimbursement for incurred expenses)

V. Standard Cleaning Procedures; including but not limited to handling outbreaks of infectious diseases, epidemics and pandemic events.

VI. List of Supplies and Equipment with specifications

VII. State firm's retention rate of K-12 district contracts over the last five (5) years and explain termination of any contract.

VIII. Proposer must have a minimum of five (5) years' experience relative to the subject of the bid. Proposer shall submit a list of (5) references of current clients with at least 2 years of consecutive service. References shall be for projects of similar size. References shall include: company name, address, telephone number, contact name, email address, and date of project.

IX. Fee Schedule

X. Other information as specified or included for consideration

XI. Completed and Signed Request for Proposal Cover Sheet

XII. Completed and Signed Certificate of Non-Discrimination Form

XIII. Completed and Signed Request for Proposal Agreement

XIV. Completed and Notarized Hold Harmless Agreement

XV. Completed Request for Pricing Sheet

B. Estimated Project Timing:

- RFP Posted/Emailed Tuesday April 7, 2026
- Optional Pre Proposal Meeting April 14, 2026 @ 1:30PM
- Deadline for Questions Friday, April 17, 2026 12:00 AM CST
- Response to Questions Tuesday April 21, 2026 in the form of an addendum. **Proposers are responsible for checking the website for addenda.**
- RFP Responses Due April 28, 2026 2:00 PM CST
- Selected Proposer presented to School Board May 12, 2026
- Implementation Begins July 1, 2026

C. Evaluation of the proposals will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to Germantown Municipal School District, considering technical factors and other factors set forth herein.

The proposals will be evaluated, and a vendor selected using the following criteria and rubric below:

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

Major Weights
Qualifications & Experience 15%
Quality Assurance / Customer Service 10%
Project Plan, including staffing and wages 25%
Cost 35%
Financial Stability 5%
References 10%
Total 100%

D. Initial Contract will run from July 1, 2026 through June 30, 2028 with the option to extend additional consecutive one (1) year periods at a price agreed upon by the parties. Contract pricing for the additional three (3) consecutive years following the first (2 year term) of the contract may not exceed the previous year's Consumer Price Index or 5% of the original bid price, whichever is the lesser.

E. Proposer to submit three (3) complete hardcopy sets (original and two (2) copies) and one (1) soft copy on USB Memory Key. Responses shall be delivered in a sealed envelope and/or carton clearly marked, "GMSD FY2026-003 – GMSD Janitorial Services". All price quotations and related materials must be received in a sealed envelope and/or carton. Time, date and nature of RFP must be clearly marked on the face of a sealed envelope or a carton. Attach the label from the last page of this document to the outside of your RFP response.

F. **All proposals must be received by Germantown Municipal School District - Purchasing, Attn: Josh Cathey, Germantown Municipal School District, 3350 S. Forest Hill Irene Rd, Germantown, TN, 38138, by 2:00 PM, Central Time, Tuesday, April 28, 2026, prior to the aforementioned RFP deadline date and time. Proposals received after the specified date and time will be considered late and will not be opened, or considered. Please use the label attached to all proposals. Proposals will not be accepted via any form of electronic media.**

G. There will be an optional pre-proposal meeting beginning at 1:30 PM, CST, Tuesday, April 14, 2026. All interested proposers will meet at Houston High School - 9755 Wolf River Blvd, Germantown, TN 38139. This will be an opportunity to tour one or multiple facilities.

H. Questions regarding RFP specifications should be directed to Zac Percoski, Executive Director of Operations, Germantown Municipal School District, zachary.percoski@gmsdk12.org, no later than 12:00 PM on Friday, April 17, 2026. Purchasing questions should be directed to Josh Cathey, Deputy Superintendent josh.cathey@gmsdk12.org, no later than 12:00 PM on Friday, April 17, 2026 **All questions must be submitted by email.**

**I. Any and/all revisions made to the notice to Proposers made prior to the bid deadline will be posted on the Germantown Municipal School District website, https://www.gmsdk12.org/departments/finance/bidrfp-opportunities and will be the responsibility of the Proposer to check for any and/all revisions.**

J. Cleaning services will be provided for all areas as listed in this Request for Proposal. Location names, addresses, minimum staffing requirements and square footages are included in the Request for Proposal. **This list is subject to change.**

K. **There is no guarantee as to the total amount of funds in the award of this RFP.**

L. Germantown Municipal School District reserves the right to add and/or delete locations during this agreement.

M. The General Terms and Conditions, Scope of Services, General Specifications and Cleaning Specifications in no way favor one (1) vendor over another. Proposers shall abide by and comply with the true intent of the General Terms and Conditions, Scope of Services, General Specifications and Cleaning Specifications and not take advantage of any unintentional RFP error or omission on the part of Germantown Municipal School District. Germantown Municipal School District reserves the right to make final determination as to the intent of this RFP.

N. Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the Proposer must comply with the condition. Failure to comply with any such condition may result in the proposal being considered non-responsive and therefore disqualified.

O. It is agreed and understood that state laws shall govern any contract and/or order placed as a result of this RFP. The rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of Tennessee.

P. During the contract period, no change will be permitted in any of its terms or conditions unless the Proposer receives written approval from Germantown Municipal School District.

Q. By agreeing to provide goods or services to any school within the Germantown Municipal School District, you are attesting that you are aware of your obligations under T.C.A. § 49-5-413(d) to ensure that all your employees or subcontractor's employees who have direct contact with students or to the children in the school district's child care program or who have access to the grounds of any School District when children are present have done the following:

1. Supplied a fingerprint sample and submitted to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to having any contact with the School District's children or entering the grounds of the School District.
2. Successfully passed the aforementioned criminal history records check. If the criminal history records check indicates that the employee or subcontractor's employees has been convicted of an offense that, if committed on or after July 1, 2007, is classified as a sexual offense in the T.C.A. § 40-39-202(17) or a violent sexual offender in the T.C.A. § 40-39-202(25) the employee or subcontractor's employees may not enter the grounds of the School District or have direct contact with students of the School District or to children in the School Districts child care program.

The successful Proposer also agrees that if one of your employees or subcontractor's employees commits a sexual offense as defined in T.C.A. § 40-39-202 or violent sexual offense as defined in T.C.A. § 40-39-202 after you have conducted your initial criminal history check on such employee or subcontractor's employee, said employee or subcontractor's employee will notify you of the offense and you will subsequently not permit that employee or subcontractor's employee to have contact with students of the School District or to children in a School District's child care program or to enter the grounds of the School District.

You also agree and understand that your failure to satisfy all the requirements of T.C.A. § 40-39-202(17) will be deemed to be a material breach of this and all contracts with Germantown Municipal School District which could subject you to breach of contract damages and/or termination of this and all contracts with Germantown Municipal School District.

R. The successful Proposer agrees that they will function as an independent contractor. It is understood that the Proposer, if awarded an order or contract, shall indemnify, protect 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 board members, agents and employees arising out of the use of any product or article that is provided pursuant to this RFP. Proposer 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 payment, 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 Proposer performing or failing to perform the service related to this RFP and/or providing or failing to provide the goods related to this RFP.

S. Upon award of the bid, the bid award letter, this RFP and the Proposer's response shall serve as the contract between the parties. In the event that there is a conflict between the bid award letter, the RFP and the RFP Response, the controlling order shall be the bid award letter, the RFP and the RFP response.

T. Germantown Municipal School District reserves the right to request any additional information deemed necessary in the evaluation of this RFP.

U. The successful Proposer must carry insurance as specified below and a Certificate of Insurance must be submitted within five (5) business days from the date of bid award. Insurance shall be provided by a company licensed to write insurance policies in the State of Tennessee and acceptable to Germantown Municipal School District. All such insurance shall be in form and substance satisfactory to Germantown Municipal School District and shall provide that it will not be subject to cancellation or non-renewal except after thirty (30) days prior written notice to Germantown Municipal School District.

| | | |
|---|---|---|
| Commercial General Liability | Each Occurrence | $1,000,000 |
| | Damages to Rented Premises | $100,000 |
| | Medical Expenses | $5000 |
| | Personal and ADV Injury | $1,000,000 |
| | General Aggregate | $3,000,000 |
| | Products - Comp/OP AGG | Included |
| | Employee Benefits | $1,000,000 |
| Auto Liability | Combined Single Limit | $1,000,000 |
| | Medical Payments | $5,000 |
| Workers Compensation and Employers' Liability | Each Accident | $500.000 |
| | Disease - Each Employee | $500,000 |
| | Disease - Policy Limit | $500,000 |
| Umbrella Liability | Each Occurrence | $5,000,000 |
| | Aggregate | $5,000,000 |
| Professional Liability | Aggregate | $3,000,000 |
| | Occurrence | $1,000,000 |
| Employee Dishonesty | | $500,000 limit |

Germantown Municipal School District Board of Education shall be conspicuously named on the Certificate of Insurance as an additional insured.

V. Germantown Municipal School District shall be supplied satisfactory proof of coverage of the above required insurance. If proof of coverage in the amount set forth above is not received within five (5) business days after the award of contract is received, Germantown Municipal School District may award the contract to another Proposer.

W. A Performance, Materials and Labor Bond shall be required from the successful Proposer. 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. The Performance, Materials and Labor Bond must be provided to: Zac Percoski, Executive Director of Operations, Germantown Municipal School District, 3350 S. Forest Hill Irene Rd., Germantown, TN, 38138,

within 10 business days from the date of the bid award.

X. Companies submitting RFPs must, if deemed necessary, be willing to meet with Germantown Municipal School District at the Proposer's expense, to discuss their proposal. Germantown Municipal School District shall not bear any costs or obligation with regard to the preparation of the proposal.

Y. If at any time Germantown Municipal School District is/are dissatisfied with the quality of service provided by the successful proposer, a written notice of the specific problem(s) will be furnished to the successful Proposer by letter or email. If the problem is not corrected to the satisfaction of Germantown Municipal School District within 30 days of the written notice, this and all contracts with the successful Proposer may be unilaterally terminated by Germantown Municipal School District with no further obligation on the part of Germantown Municipal School District. This and all other existing contracts if any with the successful Proposer may be terminated if two (2) or more notices of dissatisfaction are sent to the successful proposer within any twelve (12) month period. The Proposer understands that it may be removed from bid consideration by Germantown Municipal School District of all future bids, should Germantown Municipal School District deem any product or service provided by the successful Proposer to be deficient.

Z. Germantown Municipal School District reserves the right to reject any or all responses, waive defects or informalities in responses and to make awards as deemed to be in its best interest. The bid award shall be made to the Proposer that is determined in the sole discretion of GMSD, to have presented the proposal that best serves the interest of Germantown Municipal School District. Contracts may be awarded to one or multiple firms; however, no Proposer may subcontract their responsibilities provided herein.

AA. During the term of the contract, as deemed necessary, Germantown Municipal School District reserves the right to seek competitive pricing for bid items in the pre-proposer's bid proposal.

BB. All equipment and/or property of Germantown Municipal School District that is damaged during the servicing of this contract shall be repaired and/or replaced by the successful Proposer at no cost to Germantown Municipal School District within five (5) business days after notification of damage from Germantown Municipal School District. Germantown Municipal School District reserves the right to withhold any payments, until the repair is made and the final work is accepted by Germantown Municipal School District.

CC. Germantown Municipal School District' Executive Director of Operations shall approve all cleaning procedures, supplies and equipment. All supplies and equipment must meet or exceed all Federal, State and Local requirements. SDS (Safety Data Sheets) must be provided and kept current on all supplies and/or equipment. Only approved supplies and equipment will be used. Failure to comply with this provision will be grounds for immediate contract termination.

DD. 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 successful Proposer shall have no continuing obligation under the terms of this Contract.

EE. The successful Proposer agrees that Germantown Municipal School District may 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 RFP. Each of the said institutions must issue their own purchasing documents for purchasing the goods/services that are piggybacked on the contract between the successful Proposer and Germantown Municipal School District. Proposer agrees that Germantown Municipal School District shall bear no responsibility or liability for any agreements between the Proposer and other Institution(s) who desire to exercise this option.

FF. The successful Proposer and its employees will be expected to adhere to all applicable School Districts' policies and procedures.

GG. The successful Proposer will be required to establish a sign-in and sign-out procedure for their employees and subcontractor's employees. This information must be available for review by Germantown Municipal School District upon request.

HH. Proposers will be required to quote pricing for each location.

II. Prices quoted shall be guaranteed for a minimum of one (1) year from the date of the award and may not be modified between the time of proposal and time the RFP is awarded.

JJ. Germantown Municipal School District has the right at their discretion to terminate or renegotiate this Agreement due to the

occurrence of any event or action beyond its control. After such termination of this Contract, the customer shall have no continuing obligation under the terms of this Contract.

KK. Successful Proposer must be prepared to provide custodial services to groups that use Germantown Municipal School District facilities after hours at the same rates as included in this proposal. Provision of said services shall be billed separately from the bill of scheduled charges, with the event properly identified.

LL. Any exceptions to the General Terms and Conditions, Scope of Services, General Specifications and Cleaning Specifications must be clearly stated in the RFP response. If GMSD does not specifically accept the exception in writing, the exception shall not be permitted nor will GMSD be bound by the exception.

MM. Germantown Municipal School District reserves the right to award this RFP 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.

NN. Germantown Municipal School District encourages qualified minority and/or women-owned businesses to submit bids. Germantown Municipal School District awards bids without regard to race, age, color, national origin, religion, gender, sexual orientation, veteran status, sex, disability, genetic information, or any other classification protected by federal or state laws.

OO. Germantown Municipal School District offers educational, employment and business opportunities without regard to race, age, color, national origin, religion, gender, sexual orientation, veteran status, sex, disability, genetic information, or any other classification protected by federal or state laws.

PP. In accordance with the Iran Divestment Act: **"By submission of this bid, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid each party thereto certifies as to its organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to T.C.A. §12-12-106"** I further attest and agree to immediately notify the Germantown Municipal School District Purchasing Department if either I or the entity I represent can no longer make the foregoing certification. I understand that failure to notify the Purchasing Department may invalidate any and all agreements I have with Germantown Municipal School District.

QQ. Force Majeure: GMSD shall not be required to pay the successful Proposer for the period during which Germantown Municipal School District or facilities are closed due to an act of God, civil disobedience, fire, inclement weather, riot, war, picketing, strike, governmental action, lack of funding, infectious disease control purposes, infectious disease outbreak, or any conditions or cause beyond GMSD's control unless GMSD requires the services of the successful Proposer to perform services during said closures.

## HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between _____Name of Contractor (hereinafter Contractor), and Germantown Municipal School District Board of Education (GMSD). Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from GMSD, "Contractor" agrees to hold harmless and fully indemnify, protect, and defend, GMSD, its Board Members, agents, officers, and employees from every judgment, claim, demand, suit, or action of every nature and description which may be made by reason of any injury to person or damage to property caused by, in whole or in part, or arising out of or related to, any act, omission, or default of "Contractor" or of any of its employees, agents, assigns, or invitees, in connection with "Contractor's" provision of goods or services to GMSD.

(Name of Contractor) _____ BY:

_____

TITLE: _____

State of Tennessee

County of Shelby

_____ personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of _____.

_____

Signature

Witness by hand and Notary seal at office this _____ day of _____, year of _____.

_____

Notary Public

My Commission Expires: _____

**Obtain Notary signature and return document**

**CERTIFICATE OF NON-DISCRIMINATION**

By submission of this Request for Proposal, the Proposer (NAME OF FIRM)

_____

certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, gender, sexual orientation, veteran status, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide for his/her/its employees any segregated facilities at any of his/her/its establishments; and, further, that he/she/it does not and will not permit his/her/its employees to perform their services at any location under his/her/its contract where segregated facilities are maintained.

_____

PROPOSER'S NAME

_____

SIGNATURE

_____

DATE

_____

Printed or Typed Name of Individual Signing for the Proposer

**REQUEST FOR PROPOSAL AGREEMENT**

In compliance with the Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this Request for Proposal be accepted, to furnish any or all services 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 this contract , to protect, defend and hold harmless Germantown Municipal School District, their Board Members, agents, and employees from any suits or demands for payment that may be brought against it for the use of any product or article that becomes a part of this contract, and further agrees to indemnify and hold harmless Germantown Municipal School District, their Board Members, agents, and employees from any suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties, or his servants or agents in the course of fulfilling the terms of this contract.

_____

Name of Firm

_____

Address

_____

City State Zip

_____/_____

Authorized Representative Signature

_____

Terms

_____

Phone Fax Number

_____

E-Mail Address

_____

Date

**SCOPE OF SERVICES:**

This is a full-service contract for janitorial services. Successful Proposer(s) will be required to furnish all cleaning supplies (glass cleaner, disinfectant, polish, etc.); operational equipment (buffer, brooms, vacuum cleaners, mops, buckets, large cleaning trash cans and liners, etc.); and all labor and supervision. If selected, the Proposer shall also provide all consumable supplies. The successful Proposer(s) is responsible for supervision of their employees, and for performing service requirements and specifications at the frequency specified in the Request for Proposal.

For the purpose of this proposal, Germantown Municipal School District has provided a list of locations and support facilities. Locations include addresses and square footage. Minimum staffing requirements are included. Please note this information may contain some variances, but price quotations should be based on the attached.

Initial Contract will run from July 1, 2026 through June 30, 2028 with the option to extend additional consecutive one (1) year periods at a price agreed upon by the parties. Contract pricing for the additional three (3) consecutive years following the first (2 year term) of the contract may not exceed the previous year's Consumer Price Index or 5% of the original bid price, whichever is the lesser.

Right is reserved to begin the contract earlier if agreeable with selected Proposer(s). All required summer cleaning must be completed prior to June 30th of each year with exceptions made for areas occupied for summer programming. It is the responsibility of the Proposer to provide and maintain a schedule for completion of summer floor cleaning that is satisfactory to Germantown Municipal School District.

**GENERAL SPECIFICATIONS:**

1. During each year of the contract, the School District will evaluate the performance of the cleaning services as specified on a monthly basis. Service Provider(s) will be required to perform weekly inspections and be proactive with addressing all problems with the School District's Project Liaison to ensure maximum quality control. Service Provider(s) will be informed of deficiencies in writing by the Project Liaison. Failure to take corrective actions may result in contract termination.

2. Key Performance Indicators
    a. 90% score or better on monthly Cleaning Inspections
    b. Total required staffing levels (trained managers, leads, general cleaners)
        i. 10% or less staffing turn over per calendar month
        ii. 98% of all staff attends 3 hours of job training monthly
    c. In stock cleaning supplies, material and equipment
        i. One (1) week of supplies and material at each school at all times
        ii. Clean and working equipment at all times
    d. Justifiable complaints/decreased service level resolution
        i. Swift and appropriate complaint resolutions within 24 hours
    e. No unreported accidents/incidents
        i. 100% of all incidents reported
    f. Year over Year Accident Reduction
    g. Properly Secure and Code Out Security Alarms at all facilities
        i. 100% of all facilities properly secured and coded out
    h. No unreported Incidents of Damage or Loss
    i. 3-Hours Monthly Employee Training
    j. 10% or less Staffing Turn-over per Calendar Month
    k. $15 Minimum Wage for All Employees
    l. Energy conservation
        i. All lights are turned off nightly and HVAC controls are not adjusted.

ii. Invoices are correct as per contract agreement

m. Process Improvement and Contract Savings

n. Custodial Cleaning Innovation Items

3. Most cleaning will be done after students leave the premises. Cleaning required during school hours is to be done with minimum disruption to the instructional process. The right is reserved to change and/or adjust hours based on special events.

4. The Service Provider(s) shall employ at all times the quantity and quality of personnel and supervision necessary for the effective and efficient management of cleaning operations. Area Managers will be required to make a minimum of one (1) nightly visit to each location.

5. One evening lead/supervisor shall be provided for each school. The evening lead/supervisor shall ensure all areas are cleaned nightly and shall ensure that the building is secure, the lights are turned off, and that the burglar alarm is set each evening.

6. A minimum wage of $15/hour is required for all employees to help maintain adequate and consistent staffing. Upon request, Service Provider(s) will provide GMSD with evidence of such.

7. Service Provider(s) to utilize safe cleaning procedures at all times and will accept responsibility for personal injury to Service Provider's employees, students and staff during performance of service under this contract.

8. Service Provider(s) to emphasize safety during use of powered and non-powered equipment and mopping, buffing or otherwise cleaning floors.

9. For all operations where furniture and equipment must be moved, no chairs, waste paper baskets or other similar items shall be stacked on desks, tables, or sills. Upon completion of work, all furniture and equipment is to be returned to its original position.

10. All Service Provider's personnel must complete required EPA and OSHA training including but not limited to asbestos awareness, hazard communications, and blood borne pathogen awareness. Any additional training deemed necessary by Germantown Municipal School District must be supplied by Service Provider. Service Provider must furnish records of training to Germantown Municipal School District no later than June 1 of each year. A management representative of Service Provider(s) must be present when any and/or all training occurs.

11. All Service Provider's personnel shall have the proper training, equipment, and personal protective equipment (PPE) to safely clean potentially infectious materials/bodily fluids, and prevent cross-contamination into other areas of the building.

12. All Service Provider's personnel must ensure the proper disposal of chemicals, including strippers and waxes. Chemicals shall not be disposed of onto school grounds or into storm water sewers.

13. Service Provider's employees are to wear uniforms and company ID badges at all times while performing services at any School District property. Service Provider's employees not wearing uniforms and ID badges will not be permitted on any School District property.

14. Service Provider(s) is expected to accept responsibility and provide supervision for its employees. Failure of the Service Provider(s) to provide supervision of its employees shall constitute a material breach of contract.

15. All of Service Provider's supervisors shall have a thorough knowledge of cleaning procedures, supplies and equipment in order to properly train and direct their employees and provide quality control.

16. Service Provider's employees are required to maintain facilities during school hours. The number of day porters and costs for those services included in this RFP must be maintained by Proposer throughout the term of this contract. Failure to maintain the staffing levels set forth herein shall be grounds for terminating this contract and shall be considered a material breach. If the assigned day porter is not on site, an alternate day porter must be on site within one (1) hour. Service Provider's supervisors are required to complete day porter's responsibilities until the alternate arrives.

17. Service Provider's personnel must be trained on procedures for properly handling on-site emergencies, i.e., how to cut off water valves and who to call, etc.

18. Service Provider's personnel will be required to clean Special Education classrooms having restrooms and/or kitchens.

19. If property damage results from Service Provider's personnel's negligence or intentional acts, costs to repair or replace property damage will be deducted from monies due the Service Provider; this includes but is not limited to facility damage

resulting from equipment operator errors and or faulty equipment. Deductions will be taken from the next billing remittance after the property damage is incurred.

20. The lack and/or omission of detailed specifications do not minimize acceptable levels of service and only the best commercial practices are acceptable.

21. All equipment must be safe and in good working order. All equipment is to have safety features and accessories where applicable as required by existing (OSHA) standards and/or other laws. Safety inspection reports are to be available on job sites at all times. If any equipment is found to be unsafe and not in good working order, the equipment is to be removed from the site and replaced within one (1) business day of discovery of the unsafe condition, with acceptable equipment.

22. Service Provider's employees are to maintain a professional appearance and demeanor at all times with students, staff and administrators. Service Provider's employees must be able to communicate with Germantown Municipal School District administrators, Plant Managers and Project Liaisons. Any inappropriate behavior of any kind, verbal or otherwise, with any School District employee, visitor and/or student will be grounds to require that the Service Provider prohibit their employee from working at or otherwise entering all Germantown Municipal School District properties. Germantown Municipal School District shall be indemnified and held harmless by Service Provider for all claims, lawsuits and/or judgments arising out of the inappropriate conduct of Service Provider's employees.

23. Should any facility be overlooked and/or cleaning activities found not to have been completed or cleaning did not occur, the Service Provider(s) must take immediate steps to rectify this situation. Cleaning must occur within a twenty-four (24) hour time frame from notification by Germantown Municipal School District. If at any time Germantown Municipal School District is dissatisfied with the quality of service provided, a written notice of dissatisfaction noting the specific problem(s) will be furnished to the Proposer by letter or e-mail. If the problem(s) is/are not corrected to the satisfaction of Germantown Municipal School District within thirty (30) business days of this notice, this entire contract may be unilaterally terminated by Germantown Municipal School District with no further obligation on their part. Contract may also be terminated if three (3) or more such notices of dissatisfaction are issued to the Proposer within any twelve (12) month period. If the Service Provider(s) receives three (3) or more notices of dissatisfaction within the contract term, the Service Provider(s) shall forfeit ten percent (10%) of the monthly billing for the month following the third notice of dissatisfaction. If the Service Provider(s) receives a fourth (4th) notice of dissatisfaction within the contract term, the Service Provider(s) shall forfeit fifteen percent (15%) of the monthly billing for the month following the fourth notice of dissatisfaction. If the Service Provider(s) receives a fifth (5th) notice of dissatisfaction within the contract term, the Service Provider(s) shall forfeit twenty percent (20%) of the monthly billing for the month following the fifth notice of dissatisfaction.

24. Service Provider shall provide credentialed persons in mold removal. Service Provider must have access to equipment, such as industrial dehumidifiers, air scrubbers, HEPA Vacuum and similar equipment, necessary for remedial actions, within a two (2) hour time frame of request.

25. Service Provider agrees to provide credentialed persons in "mold remediation".

26. Service Provider agrees to provide credentialed persons in "green cleaning".

27. Service Provider's employees assigned to work at School District's(s') facilities during school/business hours must be able to speak and understand the English language.

28. Service Provider shall supply all soap and towel dispensers. Dispensers must be full of soap and towels and in working condition at all times.

29. Cleaning services are to be provided after all school related functions held Mondays through Fridays (excluding Central Office Holidays) <u>at no additional cost</u> from the School District's monthly lump sum pricing as stated herein. Such functions shall include but are not limited to the following: athletics, band, fine arts, etc. M-F, 7am to 9pm at Elementary Schools, M-F 6:30-10pm at Middle and High Schools.

30. Cleaning services provided on Saturdays, Sundays and Central Office Holidays shall be provided at the agreed upon hourly rate stated herein.

**CLEANING SPECIFICATIONS:**

**Scope of Services:**

**I. Classrooms (Including Portable Classrooms)**

A. Daily (Five (5) days per week)

1. Empty wastebaskets and replace liners
2. Spot clean all windows
3. Clean, sanitize and disinfect counters, desk tops and sinks etc.
4. Dust mop all composition floors (with chemically treated dust mop)
5. Spot mop composition floors with all-purpose cleaner
6. Vacuum all carpets
7. Spot clean carpet to remove all stains, spills, and soiled spots/carpet care carpeted areas to include shampooing
8. Vacuum walk-off mats
9. Empty pencil sharpeners and clean wall around pencil sharpener
10. Remove fingerprints from doors, frames, light switches, kick plates, handles and railings
11. Day porter to assist Plant Manager as needed
12. Notify Plant Manager of any dangerous or unsafe conditions.

B. Weekly

1. Low dust all horizontal surfaces to hand height (70")
2. Damp clean baseboards
3. Damp clean window ledges
4. Spot clean desktops
5. Vacuum chalk rails and/or damp wipe
6. Clean all chalk and other instructional boards
7. Must provide weekly buffing program for low traffic areas as needed
8. Day porter to assist Plant Manager as needed

C. Monthly

1. Remove dust and cobwebs from ceiling areas and lights
2. Vacuum return vents.
3. Day porter to assist Plant Manager as needed
4. Spray buff composition floors

D. Semi-Annually

1. Clean entire surfaces of student's desks and chairs
2. Refinish all composition floors
3. Clean carpet to remove all stains, spills, and soiled spots/carpet care on all carpeted areas to include shampooing, extraction, and timely drying of carpet

**II. Offices (Administration, Library, Gym, Cafeteria and Plant Managers)**

A. Daily (Five (5) days per week)

1. Empty wastebasket and replace liners
2. Dust furniture and fixtures, including desks, chairs, tables, lamps, etc.
3. Dust interior window ledges
4. Dust telephones
5. Spot clean all windows and glass partitions to hand height
6. Spot clean desktops

7. Dust mop all composition floors (with chemically treated dust mop)
8. Spot mop composition floors with all-purpose cleaners
9. Vacuum carpet
10. Spot clean carpet to remove all stains, spills and soiled spots
11. Vacuum walk-off mats
12. Remove fingerprints from doors, frames, light switches and handles
13. Notify Plant Manager of any dangerous or unsafe conditions.

B. Weekly

1. Low dust horizontal surfaces to hand height (70")
2. Damp clean baseboards
3. Damp clean window ledges
4. Spray buff composition floors

C. Monthly

1. Remove dust and cobwebs from ceiling areas
2. Dust blinds
3. All crevices must be wiped and cleaned with an approved method. (items such as paper towels will not be allowed)
4. Vacuum return vents.

**III. Teacher Work Area**

A. Daily (Five (5) days per week)

4. Empty wastebasket and replace liners (items not identified as trash will not be disposed)
5. Dust furniture and fixtures, including desks, chairs, tables etc.
6. Dust interior window ledges
7. Dust telephones
8. Spot clean all windows and glass partitions to hand height
9. Damp clean countertops
10. Damp clean vending machines
11. Dust mop all composition floors (with chemically treated dust mop)
12. Spot mop composition floors with all-purpose cleaners
13. Vacuum carpet
14. Spot clean carpet to remove all stains, spills and soiled spots
15. Vacuum walk-off mats
16. Remove fingerprints from doors, frames, light switches, handles and railings
17. Spray buff composition floors (minimum bi-weekly)
18. Notify Plant Manager of any dangerous or unsafe conditions.

B. Weekly

1. Low dust horizontal surfaces to hand height (70")
2. Damp clean baseboards

C. Monthly (To be performed the last week of each month)

1. Clean carpet to remove all stains, spills, and soiled spots
2. Dust cubicles, all crevices must be wiped and cleaned with an approved method. (items such as paper towels will not be allowed)
3. Vacuum return vents.

D. Annually

1. Damp clean all washable furniture
2. Clean carpet to remove all stains, spills and soiled spots

**IV. Library**

A. Daily (Five (5) days per week)

1. Empty wastebasket and replace liners
2. Dust furniture and fixtures, including desks, chairs, tables, etc.
3. Dust interior window ledges
4. Spot clean all window and glass partitions to hand height
5. Spot clean desktops
6. Dust mop all composition floors (with chemically treated dust mop)
7. Spot mop composition floors with all- purpose cleaners
8. Vacuum carpet
9. Spot clean carpet to remove all stains, spills and soiled spots/carpet care on carpeted areas to include shampooing
10. Vacuum walk-off mats
11. Remove fingerprints from doors, frames, light switches, handle, and railings
12. Notify Plant Manager of any dangerous or unsafe conditions.

B. Weekly

1. Low dust horizontal surfaces to hand height (70")
2. Dust all book shelves (books to remain in place)
3. Damp clean baseboards
4. Damp clean window ledges

C. Monthly

1. Remove dust and cobwebs from ceiling areas
2. All crevices must be wiped and cleaned with an approved method. (items such as paper towels will not be allowed)
3. Vacuum return vents.

**V. Cafeteria Area**

A. Daily (Five (5) days per week)

1. Spot clean interior glass to hand height – After school hours
2. Remove trash from cafeteria
3. Clean, sanitize and disinfect during lunch periods (wipe down tables, empty trash, and clean up spills)
4. Sweep and mop
5. Notify Plant Manager of any dangerous or unsafe conditions.

B. Semi-Annually

1. Refinish composition floors
2. High dust above hand height horizontal surfaces, including shelves, ceilings, moldings, pipes, ducts, heating, outlet etc.
3. Remove dust and cobweb from ceiling areas
4. Clean underneath table as required

**VI. Common Areas: (Lobbies/Corridors/Stairs/Elevators)**

A. Daily (Five (5) days per week)

1. Clean glass partitions and doors
2. Clean, sanitize and disinfect water fountains
3. Dust interior window ledges
4. Dust mop composition floors with chemically treated dust mop

5. Spot mop composition floors with all-purpose cleaner
6. Vacuum carpet
7. Spot clean carpet to remove all stains, spills and soiled spots vacuum walk-off mats
8. Clean under entrance mats daily, inside and out
9. Sweep and dust stairwell
10. Spray and buff all composition floors
11. Clean all common areas as required
12. Notify Plant Manager of any dangerous or unsafe conditions.

B. Weekly
1. Damp clean baseboards
2. Damp clean window ledges
3. Dust furniture and fixtures
4. Linoleum vinyl flooring (non VCT) scrubbed and mopped

C. Monthly (To be performed the last week of the month)
1. Remove dust and cobwebs from ceiling areas
2. Clean all hallways as needed
3. Vacuum return vents.

D. Semi- Annually
1. Refinish all composition floors
2. Clean carpet to remove all stains, spills, and soiled spots

**VII. Restrooms/Dressing Rooms**

A. Daily
1. Check and clean all restrooms and dressing rooms throughout the school day minimum as required.
2. Empty wastebaskets/dispensers and replace liners
3. Clean, sanitize, disinfect and polish all vitreous fixtures including toilet bowls
4. Clean and polish chrome fittings
5. Clean, sanitize and disinfect toilet seats
6. Clean and polish glass and mirrors
7. Wash, sanitize and disinfect exterior of containers
8. Remove spots, marks, stains, and splashes from wall area and countertops
9. Clean partitions
10. Sweep floors
11. Mop floors with germicidal disinfectant daily and as required
12. Notify Plant Manager of any dangerous or unsafe conditions.

B. Weekly
1. Low dust horizontal surfaces to hand height (70”)
2. Damp clean baseboard

C. Monthly
1. Remove dust and cobwebs from ceiling areas
2. Vacuum return vents.

**VIII. Multi-Purpose/Gymnasium**

A. Daily (Five (5) days per week)
1. Empty wastebaskets
2. Remove fingerprints from doors, frames, light switches, push plates, handles, railings, etc.
3. Dust mop floors with chemically treated mop per manufacturer's specifications or vacuum all carpeted areas
4. Spot mop composition floors

5. Spot clean carpeted areas and remove any stains, spills, or soiled spots
6. Clean bleachers, remove all trash, sweep, mop and clean floor underneath
7. Sweep baseboards
8. Replace all plastic can liners in waste receptacles
9. Low dust all horizontal surface to hand height (70")
10. Notify Plant Manager of any dangerous or unsafe conditions.

B. Monthly

1. High dust above hand height (70") all horizontal surfaces including shelves and molding
2. Remove dust and cobwebs from ceiling areas

NOTE: Scrub and refinish composition floors as needed

C. Special Events during regular cleaning operation hours (Ballgames to include Tournaments), Plays, PTA Meetings, Board Meetings etc) shall be covered as part of the contract

NOTE: Check and maintain clean restrooms, halls, lobbies, etc. as required

**IX. Grounds (Including all Lawns, Sports Fields, Playgrounds and Loading Docks)**

A. Daily

1. Remove trash and debris from grounds (includes but is not limited to all areas from edge of building to property bounds)
2. Empty trash containers
3. Sweep entrances, doorways, walkways, steps and curbs
4.. Maintain clean restrooms, common areas, trash cans and area around concession stands
5. Notify Plant Manager of any dangerous or unsafe conditions.

**X. Miscellaneous**

A. In addition, to general cleaners, Service Providers must furnish day custodians at high schools for twelve (12) months and day custodians at both middle and elementary schools for twelve (12) months per year at each school whose responsibility includes but is not limited to:

1. Dust mop hall after class breaks as needed
2. Spray buff halls
3. Monitor all restrooms after each class break-mop floor, spot clean sinks, vanities, counter tops, mirrors, floors, and walls, pick up paper and flush commodes and urinals, take out trash
4. Pick up trash along side of building
5. Clean and mop any accident that may occur during the day
6. Maintain all window shades at the same height
7. Respond to clean up requests by Plant Managers
8. Assist in cafeteria as directed or required
9. Metal on all mats, to include non-slip mats that are recessed in the floor, mats must be pressure washed. Recessed area must be cleaned
10. Notify Plant Manager of any dangerous or unsafe conditions.

B. Management of Energy Consumption

1. Lights should only be turned on in areas where cleaning is taking place and are to be turned off immediately after cleaning each room
2. Service Provider's employees are not to change or override established heating and cooling temperatures in schools
3. The School District shall have the ability to charge the service provider a penalty for leaving the lights on or changing the thermostat. Charges will be equal to the energy charge for an eight (8) hour period at the location in question
4. Service provider shall be responsible for proper and timely disposal of all containers and/or other

regulated wastes

C. Annually for all Schools

1. All VCT floors must be stripped or deep scrubbed every year applying a minimum of six (6) coats of wax on hallways, cafeterias and high traffic areas and a minimum of four (4) coats of wax on classrooms. **This must be completed no later than June 30th with exceptions made for areas occupied for summer programming**
2. All other linoleum vinyl flooring (non VCT) must be scrubbed and mopped each year including classrooms
3. In the event there is a disagreement between the owner and contractor regarding whether floors should be stripped or deep scrubbed, the owner has the final decision.
4. Wash all windows and glass partitions on the inside and outside
5. Annual carpet care on all carpeted areas to include shampooing to remove all stains, spills, and soiled spots
6. Detailing of all retractable bleachers.

D. Notification of Needed Repairs

1. Service Provider's employees are to advise Plant Manager of all needed repairs at the end of each day or sooner if appropriate

E. Plant Manager will unlock the building each day. Service Provider's employees will be responsible for locking buildings each night. Service Provider shall be required to be licensed and bonded.

F. Service Provider's employees are required to ensure that all lights are off, and windows and doors are secure after exiting an area

**XI. Minimum Staffing Requirements**

A. The following minimum staffing requirements should be used for the purposes of the Proposal:

1. Location: Germantown District Office

| Classification | No. of Emp | Shift Hours | Total Hours |
|---|---|---|---|
| GC | 1 | 8 | 8 |

2. Location: Dogwood Elementary

| Classification | No. of Emp | Shift Hours | Total Hours |
|---|---|---|---|
| Supervisor | 1 | 4 | 4 |
| Day Porter | 1 | 6 | 6 |
| Mid Day | 1 | 6 | 6 |
| Floor Tech | 1 | 4 | 4 |
| GC | 2 | 4 | 8 |

3. Location: Farmington Elementary

| Classification | No. of Emp | Shift Hours | Total Hours |
|---|---|---|---|
| Supervisor | 1 | 4 | 4 |
| Day Porter | 1 | 6 | 6 |
| Mid Day | 1 | 6 | 6 |
| Floor Tech | 1 | 4 | 4 |
| GC | 2 | 8 | 8 |

4. Location: Forest Hill Elementary

| Classification | No. of Emp | Shift Hours | Total Hours |
|---|---|---|---|
| Supervisor | 1 | 4 | 4 |
| Day Porter | 1 | 6 | 6 |
| Mid Day | 1 | 6 | 6 |
| Floor Tech | 1 | 4 | 4 |
| GC | 3 | 4 | 12 |

5. Location: Riverdale Elementary

| Classification | No. of Emp | Shift Hours | Total Hours |
|---|---|---|---|
| Supervisor/ Floor Tech | 1 | 6 | 6 |
| Day Porter | 1 | 6 | 6 |
| Mid Day | 1 | 6 | 6 |
| GC | 5 | 5 | 25 |

6. Location: Houston Middle School

| Classification | No. of Emp | Shift Hours | Total Hours |
|---|---|---|---|
| Supervisor | 1 | 4 | 4 |
| Day Porter | 1 | 6 | 6 |
| Mid Day | 1 | 6 | 6 |
| Floor Tech | 1 | 4 | 4 |
| GC | 6 | 4 | 24 |

7. Location: Houston High School

| Classification | No. of Emp | Shift Hours | Total Hours |
|---|---|---|---|
| Supervisor | 1 | 4 | 4 |
| Project Manager | 1 | 8 | 8 |
| Day Porter | 1 | 8 | 8 |
| Mid Day | 2 | 6 | 12 |
| Floor Tech | 1 | 6 | 6 |
| GC | 7 | 4 | 28 |
| GC | 3 | 5 | 15 |

Germantown Municipal School District
3350 S. Forest Hill Irene Rd.
Germantown, TN 38138

REQUEST FOR PROPOSAL PRICING SHEET

| Facility | SqFt | Monthly Cost Including Consumables |
|---|---|---|
| Dogwood Elementary School<br>8945 Dogwood Rd<br>Germantown, TN 38139<br>Principal: Jessica Woody<br>(901) 756-2310 | 88,000 | |
| Farmington Elementary<br>2085 Cordes Rd.<br>Germantown, TN 38139<br>Principal: Ashley Brasfield<br>(901) 756-2320 | 73,908 | |
| Forest Hill Elementary School<br>3368 S. Forest Hill Irene Rd.<br>Germantown, TN 38138<br>Principal: Kendra Pickens<br>(901) 730-8520 | 105,780 | |
| Riverdale Elementary School<br>1745 Miller Farms Rd<br>Germantown, TN 38138<br>Principal: Joseph Bond<br>(901) 756-2300 | 152,199 | |
| Houston Middle School<br>9400 Wolf River Blvd<br>Germantown, TN 38139<br>Principal: ShaMira Davis<br>(901) 756-2366 | 135,724 | |
| Houston High School<br>9755 Wolf River Blvd<br>Germantown, TN 38139<br>Principal: Hallie Ross<br>(901) 756-2370 | 281,689 | |
| GMSD District Office<br>3350 S. Forest Hill Irene Rd.<br>Germantown, TN 38138<br>Exec. Dir. Operations: Zac Percoski<br>(901) 752-7900 | 20,016 | |
| Total Monthly Lump Sum for all GMSD locations | 839,316 | |

Cleaning of all buildings and bleachers on campus are included.

State your hourly rate for cleaning services for events or activities occurring on Saturdays, Sundays and/or Central Office Holidays.

$_____

As the representative of the Proposer, I represent by my signature below that the Company I represent agrees to all terms contained in RFP GMSD #FY2026-003 and the pricing quoted above.

_____
COMPANY NAME

_____
AUTHORIZED REPRESENTATIVE
(PRINT)

_____
AUTHORIZED REPRESENTATIVE
(SIGNATURE)

_____
DATE

**All proposals must be received and time stamped at Germantown Municipal School District, Purchasing - Attn: Josh Cathey, 3350 S. Forest Hill Irene Rd, Germantown, TN, 38138, prior to stated deadline date and time. Bids received after the specified date and time are 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 the face of sealed envelope.**

**BID LABEL - ATTACH TO OUTSIDE OF ENVELOPE AND MAKE SURE IT'S RECEIVED BY THE BID DEADLINE DATE**

**3350 S. Forest Hill Irene Rd.**
**Germantown, TN 38138**

# RFP GMSD #FY2026-003

_____ Company Name

_____ Address

_____ City, State, Zip

**Bid Due**

Date: April 28, 2026

Time: 1:59 PM

**Nature of Bid:**
**GMSD FY2026-003 GMSD Janitorial Services**

**Germantown Municipal School District Purchasing - Attn: Josh Cathey**

| Company | | Pricing |
|---|---|---|
| ParCou | $ | 1,343,940.00 |
| ABM | $ | 1,396,176.00 |
| Pritchard | $ | 1,398,925.00 |
| HES Facilities Management | $ | 1,399,435.90 |
| Titan Custodial Group, Corp. | $ | 1,412,842.90 |
| SKB Facilities, Inc. | $ | 1,439,494.90 |
| Servicemaster | $ | 1,447,000.20 |
| Facilities360 | $ | 1,584,552.00 |
| Interstate Premier Services | $ | 1,611,000.00 |
| HHS, LLC | $ | 1,620,327.20 |
| Service Management Systems | $ | 1,721,909.00 |
| Jani-King | $ | 1,963,067.40 |
| CCS Facility Services | $ | 1,969,888.20 |
| City Wide Facility Solutions | $ | 2,542,056.00 |

**Issuance Date: April 30, 2026**
**Deadline for Questions: May 7, 2026**
**Bid Opening Date: May 14, 2026**

# Germantown Municipal School District
# Invitation to Bid
# Commercial Dishwasher Purchase and Installation Project
# Bid # GMSD FY 2026-003

**3350 S. FOREST HILL IRENE RD**

**Germantown, TN 38138**
**(901)752-7900**

**INVITATION TO BID**

April 30, 2026

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

**COMMERCIAL DISHWASHER PURCHASE AND INSTALLATION PROJECT**

Bid shall be mailed or hand-delivered in a **sealed envelope marked "Commercial Dishwasher Purchase and Installation Project Bid # GMSD FY 2026-003"** in the lower left-hand corner of the envelope and addressed to: Josh Cathey, Procurement Services, 3350 S. FOREST HILL IRENE RD, Germantown, TN 38138. If using express mail (FedEx, UPS, Priority Mail, etc.), please place it 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 3350 S. FOREST HILL IRENE RD, at 2:00 p.m. on Tuesday, May 14, 2026.**

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, as well as all other documents included as part of this bid packet 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,

Joshua Cathey
Deputy Superintendent
Germantown Municipal School District

**GERMANTOWN MUNICIPAL SCHOOL DISTRICT**
**INVITATION TO BID # GMSD FY 2026-003**
**COMMERCIAL DISHWASHER PURCHASE AND INSTALLATION PROJECT**

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**ATTACHMENTS**

BID CERTIFICATION SIGNATURE PAGE
BID FORM
BID LABEL
CONTRACTOR'S QUALIFICATIONS AND REFERENCES
DRUG & ALCOHOL TEST ACKNOWLEDGEMENT STATEMENT AND AFFIDAVIT
STATEMENT OF NO BID
GMSD IRAN DIVESTMENT ACT COMPLIANT
GMSD BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT
NON-BOYCOTT OF ISRAEL DOCUMENT
COMMERCIAL DISHWASHER SPECIFICATIONS

**INVITATION TO BID**
**BID # GMSD FY 2026-003**

**COMMERCIAL DISHWASHER PURCHASE AND INSTALLATION PROJECT**

**IMPORTANT DATES**

| DATE | EVENT |
|---|---|
| **APRIL 30, 2026** | **INVITATION TO BID PUBLISHED** |
| **MAY 7, 2026** | **4:00 P.M. QUESTIONS DEADLINE**<br>All questions must be submitted in writing to josh.cathey@gmsdk12.org |
| **May 14, 2026** | **BIDS DUE BEFORE 2:00 P.M.**<br>**BID OPENING AT 2:00 P.M.**<br>**GMSD DISTRICT OFFICE**<br>**3350 S. FOREST HILL IRENE RD, 38138** |
| **May 21, 2026** | **START OF JOB** |
| **June 17, 2026** | **SUBSTANTIAL COMPLETION OF JOB** |

**GERMANTOWN MUNICIPAL SCHOOL DISTRICT**
**INVITATION TO BID**
**BID # GMSD FY 2026-003**

## COMMERCIAL DISHWASHER PURCHASE AND INSTALLATION 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 Purchasing Specialist, 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 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. Zac Percoski
Germantown Municipal School District
3350 S. Forest Hill Irene Rd
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 FY 2026-003**
**COMMERCIAL DISHWASHER PURCHASE AND INSTALLATION PROJECT**

Important Documents to Return to GERMANTOWN MUNICIPAL SCHOOL DISTRICT

| | **Name of Document** |
|---|---|
| | GMSD Vendor Registration Packet including COI (separate attachment) with bid packet |
| | NIGP Coding Sheets (separate attachment) with bid |
| | W9 (separate attachment) with bid |
| | Certification of Understanding and Agreement (**WITH BID**) |
| | Bid Certification Signature Page (**WITH BID**) |
| | Bid Form (**WITH BID**) |
| | Bid Label (**ON BID SUBMISSION**) |
| | Contractor's Qualifications and References (**WITH BID**) |
| | Drug and Alcohol Testing Acknowledgement & Affidavit (**WITH BID**) |
| | Iran Divestment Act- Attachment B- Signed & Notarized (**WITH BID**) |
| | Bid Bond (If Applicable) (**WITH BID**) |
| | Non-Boycott of Israel Document (signed) (**WITH BID)** |
| | Addenda (ALL SIGNED) (**WITH BID**) |
| | **Statement of No Bid (IF you choose not to respond to this bid, please fill out and return)** |

**GERMANTOWN MUNICIPAL SCHOOL DISTRICT**
**INVITATION TO BID**
**BID # GMSD FY 2026-003**
**COMMERICAL DISHWASHER PURCHASE AND INSTALLATION PROJECT**

## 1. SCOPE OF WORK

### 1.1 PURPOSE

This bid should include all scopes of work for the purchase and installation of 2 commercial dishwashers. 1 commercial dishwasher will be installed at Riverdale Elementary School at 1745 Miller Farms Road Germantown, TN 38138. 1 commercial dishwasher will be installed at Dogwood Elementary School at 8945 Dogwood Rd Germantown, TN 38139.

**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 ZAC PERCOSKI, EXECUTIVE DIRECTOR OF OPERATIONS
3350 S. FOREST HILL IRENE RD
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 corrections 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.*

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 document.**
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.**

**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 corrections 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) Certification of Understanding and Agreement Page**
Page must be completed and signed with an original signature in ink.
**2) 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.
**3) Bid Form-**Page must be completed and signed with an original signature in ink.
**4) Contractor's Qualifications and References**
**5) Drug and Alcohol Testing Acknowledgement & Affidavit-** Document must be completed and signed with an original signature in ink.

**6) Iran Divestment Act- Attachment B-** Document must be completed, signed **and notarized** with an original signature in ink.

**6) Bid Bond-** (if required)

**7) 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.

**8) 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**

**9) 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 Zac Percoski, Executive Director of Operations, Germantown Municipal School District, zachary.percoski@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 www.gmsdk12.org 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 rights 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 defined in the drawings and specifications.
- 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 July 17, 2026. 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 S. Forest Hill Irene Rd, Germantown, TN 38138-- ***before*** **May 14, 2026 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 May 14, 2026.**
- Questions regarding bid specifications should be directed via email to **Zac Percoski**, Executive Director of Operations, Germantown Municipal School District, zachary.percoski@gmsdk12.org, no later than **4:00 p.m. Central time on Thursday, May 7, 2026.**
- Purchasing questions related to this bid must be submitted electronically to Mr. Joshua Cathey, josh.cathey@gmsdk12.org, **no later than 4:00 p.m. Central time on Thursday, May 7, 2026. *All questions must be submitted by email; no oral questions will be accepted.***
- **All price quotations and related materials must be received in 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 corrections 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 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 Purchasing Specialist.
- 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 district 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 hold 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 uncopyrighted composition, secret process, patented or unpatented invention under this bid, and agrees to defend, at is 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 into 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. 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 cancellation 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 affected 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 Purchasing representative. Protest shall be made in writing to the Purchasing representative and shall be filed within seven (7) days after the intended award is announced. A protest is considered filed when received by the Purchasing representative. The written protest shall include the name and address of the protestor, 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 Purchasing Specialist at the address set forth herein, and delivered in person. Such withdrawal shall be effective only upon receipt by the Purchasing representative 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 **May 7, 2026. Email** all questions to josh.cathey@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 Executive Director of Operations of 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 Contractor's 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 States 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 LIQUIDATED DAMAGES**
Liquidated damages will be assessed at $1,000 per calendar day for every day substantial completion is not achieved past July 17, 2026.

## 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 error or omission but shall fully complete every part as the true intent and meaning of the specifications.

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 directed to Mr. Zac Percoski, Executive Director of Operations, Germantown Municipal School District, via e-mail to zachary.percoski@gmsdk12.org. All inquiries concerning Purchasing should be directed to Mr. Joshua Cathey via email to josh.cathey@gmsdk12.org.

**GERMANTOWN MUNICIPAL SCHOOL DISTRICT**
**BID CERTIFICATION SIGNATURE PAGE**
*Germantown Municipal School District*
*3350 S. FOREST HILL IRENE RD*
*Germantown, TN 38138*

**BID # GMSD FY 2026-003 BID TITLE: COMMERCIAL DISHWASHER PURCHASE AND INSTALLATION 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 **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 **not domiciled** 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 FY 2026-003**
**COMMERCIAL DISHWASHER PURCHASE AND INSTALLATION PROJECT**

***Project can begin Thursday, May 21, 2026.***
***Project must be completed no later than Friday, July 17, 2026*.**

**BIDDER:_____**

Bid shall be filled in completely, by the Contractor, in the bid schedule by indicating total dollars and cents under UNIT AND EXTENDED PRICE. 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.

***Installation and on-site training is required. Installation, testing and training must be completed no later than Friday, July 17, 2026. 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 Zac Percoski, Executive Director of Operations, Germantown Municipal School District, zachary.percoski@gmsdk12.org, 901-752-7900.*

## *Each bidder shall list pricing in dollars and cents and in writing as indicated below:*

## *Example: Price- $1,500.00 = One Thousand Five Hundred dollars and no cents.* *In the event of a discrepancy, the price written in words will be used to determine the best and lowest bid.*

| Quantity | Description | Price | List price in writing, dollars and cents below: |
|---|---|---|---|
| 1 | Total Lump Sum Dishwasher Purchase and Installation at Riverdale Elementary School | $ | |
| 1 | Total Lump Sum Dishwasher Purchase and Installation at Dogwood Elementary School | $ | |
| 2 | Total Lump Sum of Both Projects Above | $ | |

**Project Completion Date: _____**

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

**Addenda Acknowledgement: Note each addendum number if applicable: _____**

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

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

FIRM NAME: _____

**PURCHASING DEPARTMENT**

**3350 S. Forest Hill Irene Rd.**

**BID #GMSD FY 2026-003** **Germantown, TN 38138**

## COMMERCIAL DISHWASHER PURCHASE AND INSTALLATION PROJECT

**Due: May 14, 2026**
**No later than: 2:00 p.m. Central Time**

Nature of Bid/RFP: **Commercial Dishwasher Purchase and Installation Project**

Plumbing _____ License #_____ Exp. Date _____ Class _____ Limit _____

Electrical _____ License #_____ Exp. Date _____ Class _____ Limit _____

HVAC _____ License #_____ Exp. Date _____ Class _____ Limit _____

Masonry _____ License #_____ Exp. Date _____ Class _____ Limit _____

**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 2020 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 _____, 2026.

_____
Notary Public

My Commission Expires:

_____

**STATEMENT OF NO BID**

*Please take a few minutes to complete this form and return it to* josh.cathey@gmsdk12.org *or fax it to (901)757-6479 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 requirements.

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").[1]

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

Pursuant to the Act, any BIDDER that attempts 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.

[1] 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

**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 _____, 20___.

_____
Notary Public

My Commission Expires:

_____

# STATE OF TENNESSEE

# NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars ($250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

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

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

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

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 STRIPPERSPREPACKAGED
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 CONSTRUCTION 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

# Bid # GMSD FY 2026-003

# COMMERCIAL DISHWASHER PURCHASE AND INSTALLATION PROJECT

SPECIFICATIONS

NOTE: SPECIFICATIONS ARE INCORPORATED AS PART OF THIS BID

**Germantown Municipal Schools**

**Commercial Dishwasher Purchase and Installation**

**Summary and Specifications**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

**Frontend documents pertaining to Bid # GMSD FY 2026-003**

**1.2 SUMMARY**

**A. Scope of Work- This bid is intended for the respondent to provide an all-inclusive price for the purchase and installation of 2 Hobart Model Number CL54- BAS Electric High Temperature Rack Conveyor Commercial Dishwashers at Dogwood and Riverdale Elementary School in Germantown, TN. Product cut sheet included below. Scope of work includes, but is not limited to:**

**1.** All shipping and transportation costs associated with delivery of materials.

**2.** Removal and disposal of current/existing dish machine.

**3.** Set in place and install new dish machine per manufacturer's instructions.

**4.** Make all utility connections to existing utilities.

**5**. Start up and check of new dish machine to ensure proper operation.

**6.** Training of existing staff on the new dish machine.

**7.** If necessary, securing all required permits.

**B. Substitutions**

**1.** Prior Approval: Unless otherwise provided for in the Contract documents, proposed product substitutions may be submitted no later than SEVEN (7) days prior to the date established for receipt of bids. Acceptability of a proposed substitution is contingent upon the Owner's review of the proposal for acceptability and approved products will be set forth by the Addenda. If included in a Bid are substitute products that have not been approved by Addenda, the specified products shall be provided without additional compensation.

**2.** Submittals that do not provide adequate data for the product evaluation will not be considered. The proposed substitution must meet all requirements of this section, including but not necessarily limited to, the following: Single source materials suppliers (if specified in Section 1.5); Underwriters' Laboratories Classified Acoustical performance; Panel design, size, composition, color, and finish; Suspension system component profiles and sizes; Compliance with the referenced standards.

**1.3 CONSTRUCTION WASTE and DISPOSAL**

**A.** All construction waste and disposal pertaining to the project and scope of work is the responsibility of awarded contractor. All disposal methods must be compliant with all Local, State, and Federal Laws.

**1.4 WARRANTY**

**A.** Submit a written warranty executed by the contractor and/or manufacturer.

**B. Warranty Period:**

One (1) year from date of substantial completion. The Warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

HOBART

Project _____

AIA #_____ SIS #_____

Item #_____ Quantity _____ C.S.I. Section 114000

COMMERCIAL DISHWASHERS

CL SERIES – CL54-BAS ELECTRIC

# CL54-BAS ELECTRIC

## High Temperature Rack Conveyor Dishwashing Machine

## SPECIFIER STATEMENT

Specified dishwasher will be Hobart CL54 Base electric tank heat model. Features include Complete Delime™ with Delime Notification, Auto Dispensing and Booster Guard™, capless anti-clogging wash arms, 245 racks per hour, 114 gallons per hour pumped final rinse, ENERGY STAR®, insulated ergonomic cabinet style doors, touchscreen controls with WiFi connectivity, and NSF approved pot and pan cycle mode. The wash tank utilizes durable precision pressure sensor monitors in lieu of conventional mechanical floats. The 19.5" standard chamber height will accommodate up to (6) standard sheet pans at a time on an open-end sheet pan rack.

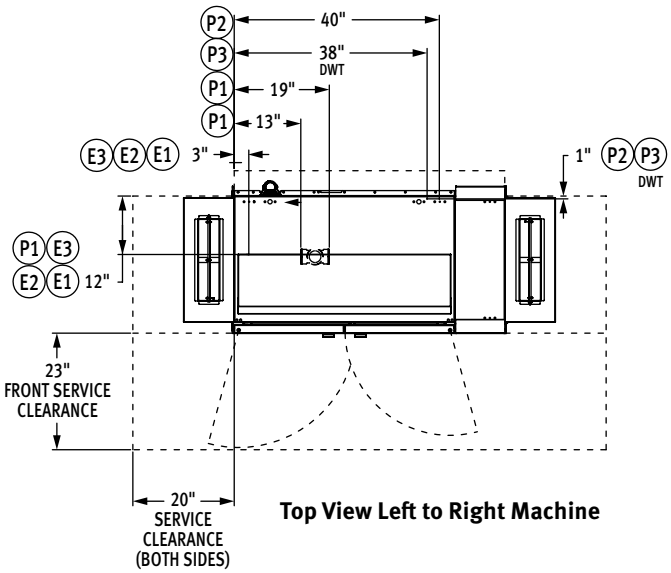
## STANDARD FEATURES

+ 114 gallons per hour pumped final rinse
+ 245 racks per hour
+ ENERGY STAR® Certified
+ Complete Delime™ with Delime Notification, Auto Dispensing and Booster Guard™
+ Internal stainless steel pressure-less 24 kW booster heater (70°F rise)
  — Single point electrical connection standard
+ Capless, anti-clogging wash arms
+ Large double door opening for ease of cleaning
+ 19.5" chamber height opening (accepts sheet pans)
+ Doors are insulated & hinged with door interlock switches
+ User-friendly smart touchscreen controls with diagnostics & troubleshooting
+ WiFi connectivity
+ SmartConnect app and cloud with machine status, temperature logs, error code reporting, and cost, consumption and usage analysis
+ Energy saver mode (programmable auto-shut down)
+ NSF rated configurable pot and pan cycle
+ Self-aligning wash manifolds
+ Stainless steel self-draining pump and impeller
+ Sloping scrap screens and deep scrap baskets
+ Rapid return conveyor drive mechanism
+ Service diagnostics
+ Door actuated drain closure
+ Vent fan control

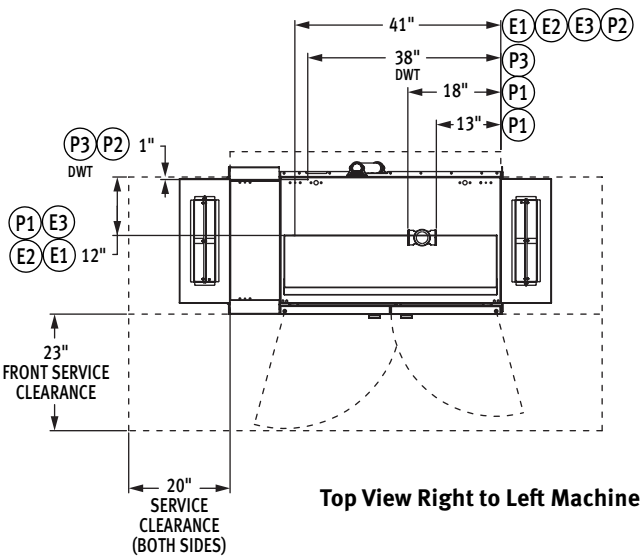
## OPTIONS & ACCESSORIES (Available at extra cost)

❑ Standard, short, and extended stainless steel vent hoods
❑ Direct drive unloader – adds 38" length; Reference spec F48944 for more details
❑ Side loader – SL23 adds 23" length, SL30 adds 30" length; Reference specs F40926 and F40927 for more details
❑ Blower-dryer – adds 33¼" to length; Reference spec F48945 (electric blower-dryer) and F48950 (steam blower-dryer) for more details (ships separate from dishmachine, contact Hobart Service for installation
❑ Drain water tempering kit
❑ Flanged feet kit (requires two kits)
❑ Higher than standard chamber (24" opening)
❑ Table limit switch with 20' cable
❑ Correctional package (factory installed, contact Hobart for details)
❑ Water hammer arrester
❑ Factory-mounted circuit breakers (contact Hobart for details)

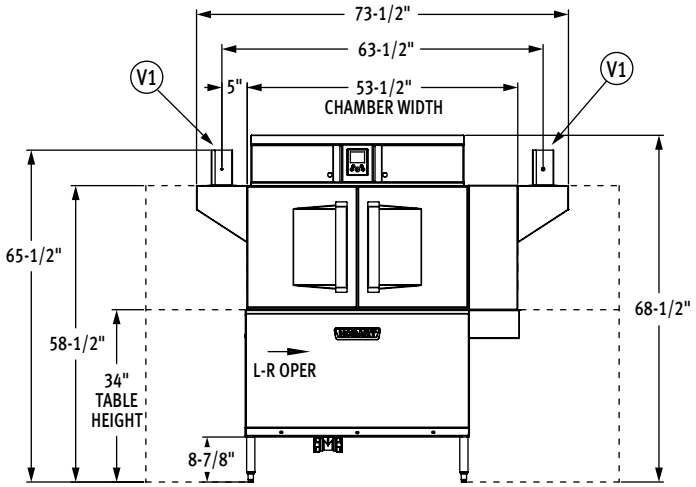
# CL54-BAS ELECTRIC
## High Temperature Rack Conveyor Dishwashing Machine



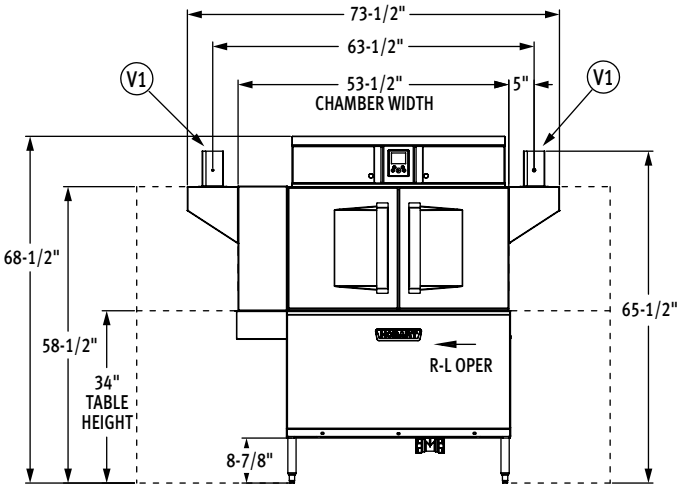

**Top View Left to Right Machine**



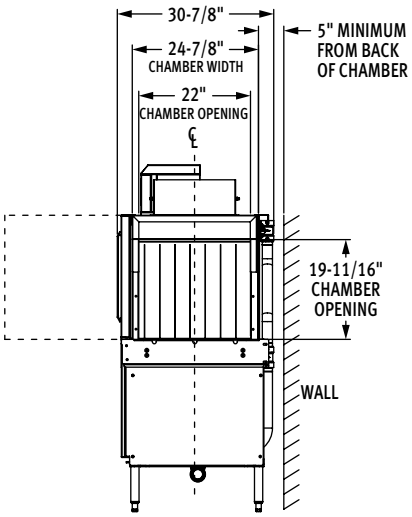

**Top View Right to Left Machine**




**Front View Left to Right Machine**




**Front View Right to Left Machine**




**Side View**

MODEL:
CL54-BAS ELECTRIC
L-R OPERATION
00-563921
REV A

MODEL:
CL54-BAS ELECTRIC
R-L OPERATION
00-563931
REV A



CAD and/or Revit Files Available

HOBART

# CL54-BAS ELECTRIC
## High Temperature Rack Conveyor Dishwashing Machine

## LEGEND

| Electrical Connections | |
|---|---|
| **SINGLE POINT CONNECTION** | |
| **E1** | Electric connection, single point: motors, controls, tank heat, with 24kW electric booster heater, 65" AFF. |
| **DUAL POINT CONNECTION WITH BOOSTER** | |
| **E2** | Electric connection: motors, tank heat, 62" AFF. |
| **E3** | Electric connection: controls, 24kW booster heater, 65" AFF. |
| **Plumbing Connections** | |
| **P1** | Drain: 2" FPT, 7-3/8" AFF, two possible connections; may be drained to either side of drain housing, plug opposite side. |
| **P2** | Common hot water connection: 1/2" FPT, 12" AFF. See plumbing notes for required temperatures. |
| **P3** | Optional drain water tempering. Cold water connection: 1/2" FPT, 12" AFF, cold temperature 80°F maximum. |
| **Vent Connections** | |
| **V1** | Optional vent hoods: 4" x 16" vent stack with damper. Load end 200 CFM, unload end 400 CFM. |

## SPECIFICATIONS

**Capacities**

Racks per Hour (NSF rated) . . . . . 245
Wash Tank (U.S. gallons) . . . . . 23
Conveyor Speed (feet per minute) . . . . . 6.8

**Motor Horsepower**

Drive . . . . . 1/6
Wash . . . . . 2
Final Rinse . . . . . 2/3

**Water Consumption**

U.S. Gallons per Hour . . . . . 114
U.S. Gallons per Rack . . . . . 0.47
Peak Drain Flow (U.S. gallons per minute) . . . . . 38

**Heating**

Tank Heat, Electric (kW) . . . . . 15
Electric Booster (built-in) (kW for 70°F rise) . . . . . 24
Electric Booster (field conversion) (kW for 40°F rise) . . . . . 12

**Venting**

Load End (minimum CFM) . . . . . 200
Unload End (minimum CFM) . . . . . 400

**Shipping Weight (approximate)** . . . . . 625 lbs.

**Crated Dimensions** . . . . . 63"L x 38"W x 79"H

| E1 | Single Point Electrical Connection with Internal Booster | |
|---|---|---|
| Voltage | (E1) Motors, Controls, Tank Heat, 24kW Booster Heater | |
| | Rated Amps | Minimum Supply Circuit Ampacity/ Maximum Protective Device |
| 208/60/3 | 126.2 | 150 |
| 240/60/3 | 114.3 | 150 |
| 480/60/3 | 59.0 | 70 |
| 600/60/3 | 44.9 | 60 |

| E2 / E3 | Dual Point Electrical Connection with Internal Booster (Field Conversion Only) | | | |
|---|---|---|---|---|
| Voltage | (E2) Motors, Tank Heat | | (E3) Controls, 24kW Booster Heater | |
| | Rated Amps | Minimum Supply Circuit Ampacity/ Maximum Protective Device | Rated Amps | Minimum Supply Circuit Ampacity/ Maximum Protective Device |
| 208/60/3 | 51.1 | 70 | 75.1 | 90 |
| 240/60/3 | 48.1 | 60 | 66.2 | 80 |
| 480/60/3 | 24.5 | 30 | 34.5 | 40 |
| 600/60/3 | 16.7 | 20 | 28.2 | 35 |

**WARNING:** Electrical and grounding connections must comply with the applicable portions of the National Electrical Code and/or other local electrical codes.

**CAUTION:** Certain materials including silver, aluminum, and pewter are attacked by sodium hypochlorite (liquid bleach).

**ATTN:** Plumbing connections must comply with applicable sanitary, safety and plumbing codes.

# CL54-BAS ELECTRIC
## High Temperature Rack Conveyor Dishwashing Machine

**Plumbing Notes:** Water hammer arrestor (meeting ASSE-1010 standard or equivalent) to be supplied (by others) in common water supply line at service connection.

Recommended water hardness to be 3 grains or less for best results.

Minimum incoming hot water temperatures:
110°F for 24kW internal booster
140°F for 12kW field converted internal booster
180°F without internal booster for high temperature sanitizing
130°F without internal booster for chemical sanitizing

Building flowing water pressure to dish machine is 20 to 65 PSI at the machine.

For convenience when cleaning, water tap should be installed near machine with heavy duty hose and squeeze valve.

For chemical sanitizing applications, feeder must be certified to NSF Standard 29.

**Miscellaneous Notes:** All dimensions taken from floor line may be increased approximately 3/4" or decreased 1/2".

For HTS, add 4-5/16" to all dimensions above table line.

For HTS, add 15 lbs. to the domestic shipping weight of each model.

For optimal performance, Hobart recommends maintaining a dishroom temperature of 65°F (18°C) or higher, as lower temperatures may hinder the machine's capacity to operate effectively (with lower performance as ambient temperature decreases).

**Electrical Note:** Dishmachine not provided with internal GFCI protection.

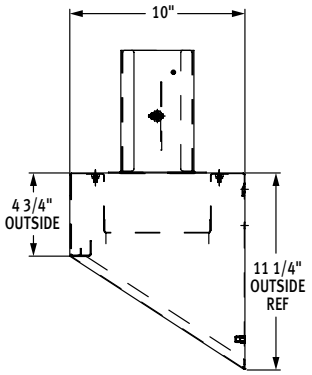
| CL54-BAS Electric Heat Dissipation | | |
|---|---|---|
| Booster | BTU/HR. | |
| | Latent | Sensible |
| Without Booster | 18,500 | 7,900 |
| 12kW Booster | 26,600 | 11,400 |
| 24kW Booster | 37,500 | 16,100 |

**NOTE:** 24kW Booster Heater field convertible to 12kW when 140°F incoming water provided. (Conversion instructions located in machine control box. Contact factory for 12kW booster amperage ratings.)

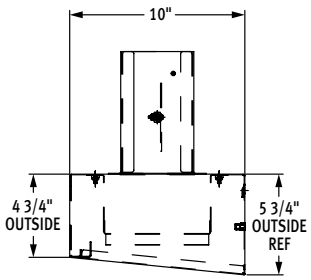
**NOTE:** Additional Voltages and Amperages are available, see document F48913.

## VENT HOOD OPTIONS (Adjustable, vent stack can be adjusted 1" to either side)

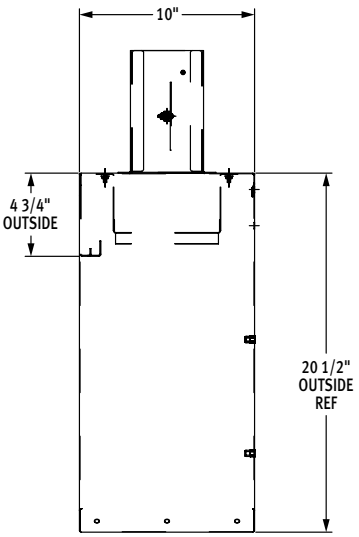
**Standard**




**Short**

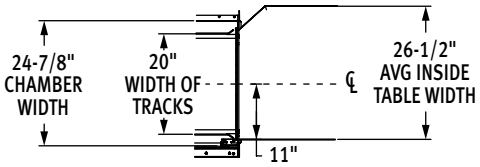



**Extended**

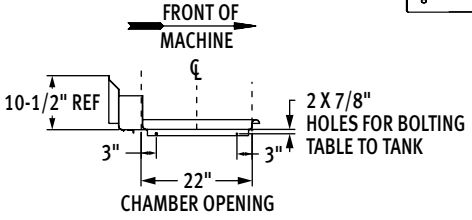



## TABLE CONNECTION DETAILS

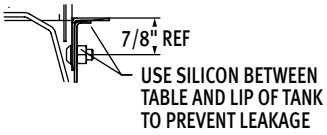
**Tabling Connection: 54" inside tank (at table connection)**




**Suggested Track and Table Layout**




**View Showing Hole Locations in Turned Down Portion of Table**




**Sectional View Showing Table Connections**

As continued product improvement is a policy of Hobart, specifications are subject to change without notice.

# Oversized Equipment Quick Reference Guide

**Oversized units with crated shipping dimensions greater or equal to 72" in length and/or 90" in height. If delivery is to a facility without a standard height dock, additional shipping charges will apply depending on the service requested.**

## HOBART

### DOOR TYPES
- AM15T
- AM15VLT

### CONVEYOR TYPES (CL, FT)
- CL44*e*N-ADV
- CL44*e*NVL
- All 54" Models or Greater
- All FT Models

### PREP WASHERS
- PW10*e*R
- PW20*e*R
- PWV*e*R

### TURBOWASHERS (TW), TOTEWASHERS (CL64T) WASTE PULPERS (WPS)
- All Models

### WRAPPING SYSTEM (NGW)
- All Models

## Traulsen

### G, R and A SERIES
- All Roll-In & Roll-Thru Models
- All Three Section Models

### UNDERCOUNTERS (UHT, UHD, ULT, TU)
- All 72" Models or Greater

### PREP TABLES (UST, USD, UPT, UPD, TS, TB)
- TB - 60" Models or Greater
- TS - 66" Models or Greater
- All 72" Models or Greater

### EQUIPMENT STANDS (TE)
- All Models 48" or Greater

## centerline by Traulsen

### UNDERCOUNTERS (CLUC) & PREP TABLES (CLPT)
- All 72" Models or Greater

**THE INFORMATION PROVIDED IS TO BE USED AS A QUICK REFERENCE QUIDE ONLY. PLEASE CONSULT ITW FEG CUSTOMER CARE FOR UNITS NOT LISTED OR ANY QUESTIONS SURROUNDING DELIVERY OPTIONS.**

# Commercial Dishwasher Purchase and I

| Bidder -> | Singer H&R |
|---|---|
| **Total Lump Sum Dishwasher Purchase and Installation Riverdale** | $57,230.00 |
| **Total Lump Sum Dishwasher Purchase and Installation Dogwood** | $57,230.00 |
| **Total Bid for Both Projects** | $114,460.00 |
| | |
| **Checklist:** | |
| Certificate of Liability Insurance | x |
| Qualifications and References | x |
| Drug and Alcohol Testing Form | x |
| Non-Boycott of Israel Act | x |
| Iran Divestment Act | x |
| Certification of Understanding and Agreement | x |
| Bid certification page | x |
| Bid bond | x |

# nstallation Project - Bid # FY 2026-003

| |
|---|
| **Hooten Equipent Company, LLC** |
| $64,995.66 |
| $64,995.66 |
| $129,991.32 |
| |
| |
| x |
| x |
| x |
| x |
| x |
| x |
| x |
| x |

GERMANTOWN
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**School Tenure Eligibility Review**

**Understandings:**

1. According to school board policy, 5.117-*Teacher Tenure,* "the decision to grant tenure is solely within the discretion of the board."

2. Tenure is granted typically when there has been a completion of five (5) school years or not less than forty-five (45) months within the last seven-year period.

3. Employees' evaluations must demonstrate an overall performance effectiveness level (LOE) of "above expectations" or significantly above expectations" as provided in the evaluation guidelines adopted by the state board of education, during the last two (2) years of the probationary period.

4. Teachers from other public school systems in the state of Tennessee who arrived to us in a *non-tenured status* can include these years of service to count towards the five (5) years with the last two of the five years being at levels of overall performance level (LOE) of "above expectations" or significantly above expectations" as provided in the evaluation guidelines adopted by the state board of education. Year 5 of the non-tenured status does have to be with the Germantown Municipal School District.

5. A teacher who comes to us and *has tenure* from another Tennessee public school system must serve two (2) consecutive school years with us on probationary status. During these two (2) years of service, the teacher does have to perform at levels of overall performance level (LOE) of "above expectations" or significantly above expectations" as provided in the evaluation guidelines adopted by the state board of education.

**Process:**

- A list was generated by the Human Resources Department on teachers who met tenure eligibility requirements at the conclusion of the 2024-2025 school year.

- GMSD reviewed their overall level of effectiveness (LOE) scores for the 23-24 and 24-25 school years to determine tenure eligibility.

- Principals reviewed the list to provide their recommendation to Superintendent Manuel, and then were asked to identify any staff members who may have inadvertently been left off the list.

- HR reviewed these additional names and determined their eligibility status for tenure as described in the *Understandings* section and presented the list to Superintendent Manuel for consideration. Superintendent Manuel is providing the GMSD School Board with the finalized list of teacher names eligible for tenure, which can be found on page 2.

**With Gratitude:**

Thank you, GMSD School Board, for reviewing this list of thirty-six (36) staff members. By granting these teachers tenure, you have honored their work with children in this school district. On their behalf, Superintendent Manuel, the GMSD HR Team, and our School Principals appreciate the consideration and the amount of work you put in for this school district.

## GMSD Tenure Recommendations

*The following Certified Staff Members have met the requirements for initial tenure eligibility according to TCA 49-5-501 et seq.*

| Certified Staff Member | Location |
|---|---|
| Dana Anderson | Dogwood Elem |
| Charli Ardrey | Dogwood Elem |
| Kelly Hammontree | Dogwood Elem |
| Madison McKinstry | Dogwood Elem |
| Lauren Stidham | Dogwood Elem |
| Layla Zaravar | Dogwood Elem |

| Certified Staff Member | Location |
|---|---|
| Christina Hardin | Farmington Elem |
| Bianca Justice | Farmington Elem |

| Certified Staff Member | Location |
|---|---|
| Kristin Harness | Forest Hill Elem |
| Amelia Kearney | Forest Hill Elem |
| Aurora Purdy | Forest Hill Elem |
| Molly Sanford | Forest Hill Elem |

| Certified Staff Member | Location |
|---|---|
| Juliet Ammons | Houston Middle |
| Samuel Andereck | Houston Middle |
| Dakota Culver | Houston Middle |
| Amy Gunnell | Houston Middle |
| Lindsay Herrera | Houston Middle |
| Ashley Singletery | Houston Middle |

| Certified Staff Member | Location |
|---|---|
| Tiffany Bridgforth | Houston High |
| Kevin Carpenter | Houston High |
| Wayne Harvey | Houston High |
| Seulah Ku Lee | Houston High |
| Stacy Marcone | Houston High |
| Grant Ransom | Houston High |
| Andrew Shirley | Houston High |
| Katrina Wiley | Houston High |

| Certified Staff Member | Location |
|---|---|
| Nicholas Brashier | Riverdale Elem |
| Madalyne Norment | Riverdale Elem |
| Ethan Langston | Riverdale Elem |
| Eve Pinstein | Riverdale Elem |
| Morgan Pittman | Riverdale Elem |
| Lauren Rickman | Riverdale Elem |
| Richard Wexler | Riverdale Elem |
| Cameron Yoho | Riverdale Elem |
| Malerie Young | Riverdale Elem |

| Certified Staff Member | Location |
|---|---|
| Emily Skaggs | District Office |

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