

Board of Education Regular Meeting

March 10, 2026 6:00 PM

City Hall Council Chambers

<p>I. CALL TO ORDER Procedural Item</p>	<p>Chair Amanda Moore</p>
<p>A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Shiloh McKnight and Scarlett Blackwell, both kindergarten students at Black Fox Elementary and Lorelei Blane, a 3rd grade student, and her sister, Lillian Blane, a kindergarten student, both at Cason Lane Academy.</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p>II. APPROVAL OF AGENDA Action Item</p>	<p>Chair Amanda Moore</p>
<p>III. COMMUNICATIONS Information Item Murfreesboro City Schools PreK Teachers and Staff would like to thank The Discovery Center for their generous offer to bring their incredible academic programs directly to our schools for no cost! The teachers are so excited to work with the staff at DC and bring these experiences to our youngest learners.</p> <p>We had an amazing Read Across America week in our schools. Thank you to the many parents, staff and community members who read to our students.</p> <p>The walls of the City Hall Rotunda will hold the MCS Art Show beginning April 8 with a reception for the artists and their parents being held on April 28.</p> <p>Congratulations to our robotics teams that competed at the state level in February. Teams from Salem, Reeves-Rogers and Erma Siegel represented MCS.</p> <p>Remember that Matilda Jr. begins this week at Patterson Park. The students at Bradley have been practicing all year for the week ahead. We wish them the best of luck.</p> <p>Gifted Graduation will be held on March 14 at the MCS Central Office.</p> <p>It's Music in our Schools month and our students will be performing across the district. Two specific occasions including the MCS Choir Festival on Saturday, March 21 at 2:00 p.m. in the Overall Creek Gymnasium and the Honor Band on Monday, March 23 at Hobgood.</p> <p>The City Schools Foundation's Excellence in Education event is Friday, March 20 at Macca Villa. The Foundation would like to thank all our sponsors, guests and volunteers.</p> <p>Thank you to the Murfreesboro Police Department and River Oaks Church for their donation of 3,000 packages of Mac and Cheese.</p> <p>Thank you to Ascend and the Salvation Army for their huge donation of food</p>	<p>Mrs. Lisa Trail</p>

<p>and hygiene products to our Family Resource Center.</p> <p>Finally, just a reminder that Prek registration closes this week, Friday, March 13 and zone waivers close on Friday, March 27. Families currently on zone waivers or new families wanting to request a zone waiver must have their forms turned in by this date.</p>	
<p>A. Performance by Bradley Choir under the leadership of Abigail Miller Procedural Item</p>	Dr. Trey Duke
<p>B. The Best of MCS-LeAnn Story Procedural Item</p>	Dr. Trey Duke
<p>C. Spotlight on Education-Gifted Education Procedural Item</p>	Dr. Trey Duke
<p>D. Recognition of Teachers of the Year:</p> <p>District Teachers of the Year</p> <ul style="list-style-type: none"> • Jesus Alvarez-Lopez, ESL teacher at Hobgood Elementary • Amy Jackson, Gifted Specialist at Discovery School <p>E. District Novice Teacher of the Year</p> <ul style="list-style-type: none"> • Maggie Smith, 5th grade teacher at Overall Creek Elementary <p>F. Principal of the Year</p> <ul style="list-style-type: none"> • Emily Spencer, principal at Erma Siegel Elementary <p>G. Supervisor of the Year</p> <ul style="list-style-type: none"> • Cynthia Hopkins, District Wide ESP Director <p>Procedural Item</p>	Dr. Trey Duke
<p>H. Public Comment Procedural Item</p>	Chair Amanda Moore
<p>IV. CONSENT ITEMS Consent Agenda</p>	Chair Amanda Moore
<p>A. Approval of 2-24-26 Board Minutes Consent Item</p>	
<p>B. Approval of Surplus Property Disposal Consent Item</p>	
<p>V. ACTION ITEMS Action Item</p>	Chair Amanda Moore
<p>A. Approval of Contract-King's Daughter's School Action Item</p>	Dr. Trey Duke
<p>B. Approval of Contract-Coop Agreement for United Refrigeration Action Item</p>	Dr. Trey Duke
<p>C. Approval of Coop Agreement for Mid South Bus Equipment Action Item</p>	Dr. Trey Duke
<p>D. Approval of Agreement-Purchase of Six School Buses from Mid-South Bus Center, Inc. Action Item</p>	Dr. Trey Duke
<p>E. Approval of Budget Amendment-Consolidated Funding Application Action Item</p>	Dr. Trey Duke
<p>VI. REPORTS AND INFORMATION Information Item</p>	Chair Amanda Moore
<p>A. Board Self-Assessment According to Board Policy 1.103 (Board of Distinction Year) Action Item</p>	Chair Amanda Moore
<p>B. Director's Update Information Item</p>	Dr. Trey Duke

i. Poster Presentation from Elaine Alexander with the Daughters of the American Revolution Procedural Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Amanda Moore
VIII. ADJOURNMENT Action Item	Chair Amanda Moore
IX. EXECUTIVE SESSION Procedural Item	Ms. Lauren Bush

MINUTES

Board of Education Regular Meeting

February 24, 2026 6:00 PM

City Hall Council Chambers

<p>I. CALL TO ORDER Procedural Item Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. David Settles, Absent: Mr. Jimmy Richardson III.</p> <p>In attendance: Dr. Trey Duke, Sheri Arnette, Lisa Trail, Angela Fairchild, Don Bartch, Maria Johnson, Daniel Owens, Ken Rocha, Luke Dickerson, Teresa Rotella, Kristy Mall, DeeDee Potter, Ty Batts, Tara Bowker, Jeremy Lewis, M'Lisa Miffleton, Shae Miga, Brandy Cheatham, Robin Newell, Michelle Harnish, Amanda Harnish, Emily Weber, Dr. Caitlin Bullard, Emily Spencer, Liz Rueby and several tenured teachers.</p> <p>Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett</p>	Chair Amanda Moore
<p>A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by 4th grade students Kherington Bryant and Izzy Brown at Northfield Elementary and Emery Bowker, a 2nd grade student at Salem Elementary.</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p>II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	Chair Amanda Moore
<p>III. COMMUNICATIONS Information Item We successfully started the year with our Parent University events by partnering with MTSU to host family-focused activities. In January at MTSU's Walker Library, families and students joined together and enjoyed a shared story time experience followed by an engaging scavenger hunt designed to build early literacy connections. It was wonderful to see families learning and exploring together.</p> <p>We are grateful for our continued partnership with Middle Tennessee State University this year as we work together to strengthen family engagement across our district. Several additional Parent University events are scheduled for this spring, with our next session taking place at the MTSU Dairy Farm.</p> <p>We would also like to recognize the community partners who help ensure our students have access to food through our Backpack Program and Food Pantry. Overall Creek Elementary led an outstanding schoolwide food drive this month, collecting a large number of snacks for our Backpack Program. This annual effort, organized by the school counselors, will allow us to fill hundreds of bags for students in need.</p> <p>We also appreciate the Murfreesboro Police Department for hosting a Mac and Cheese Drive this month to further support the program. Our Backpack program is successful due to the generosity of those who step up to support our students and families, we are thankful for every donation.</p>	Mrs. Lisa Trail

<p>African American Cultural Celebration on Feb 26 featuring Bradley Academy as well as students from across the district performing at Patterson Park.</p> <p>March is Music in the Schools month so there are plenty of opportunities to see our students perform including: Choir Festival on March 21 at Overall Creek featuring six of our schools. The City Schools Honor Band festival is Monday, March 23 with the concert beginning at 6 p.m. at Hobgood. <i>Matilda Jr.</i> hits the Washington Theatre in March.</p>	
<p>A. Performance by Bradley Drama Club Procedural Item Drama teacher Kristen McMullin and the drama students of Bradley Academy presented a preview of <i>Matilda Jr.</i> for the Board. The production will be performed for the public on March 13 at 6:00 p.m. and March 14 at 2:00 p.m.</p>	Dr. Trey Duke
<p>B. The Best of MCS-Michelle Harnish and Emily Weber Procedural Item</p>	Dr. Trey Duke
<p>C. Spotlight on Education-Introduction of Brandy Cheatham-Science/Social Studies Coordinator Procedural Item Sheri Arnette introduced Brandy Cheatham as the new Science and Social Studies Coordinator. Ms. Arnette explained that Ms. Cheatham is currently transitioning into the role and will assume full responsibilities following TCAP testing. Ms. Cheatham shared that she appreciates the opportunity and looks forward to supporting teachers and students in Science and Social Studies.</p>	Dr. Trey Duke
<p>D. Public Comment Procedural Item</p>	Chair Amanda Moore
<p>E. Audit Report-Jobe Hastings Information Item Mr. Jimmy Jobe with Jobe Hastings and Associates presented the FY25 district audit report to the Board, and each Board member received a copy of the report. Mr. Jobe expressed appreciation to Dr. Duke, Daniel Owens, Beth Prater, and the entire Finance staff for their cooperation and professionalism throughout the audit process.</p> <p>Mr. Jobe reviewed the letter issued to Murfreesboro City Schools, noting that the district received a clean audit report with no findings, and that Jobe Hastings issued an unmodified (clean) opinion. He further reported that there were no instances of non-compliance related to the grants included in the audit, including school nutrition, ESP, and instructional programs.</p> <p>Mr. Jobe informed the Board that the district currently maintains approximately two and one-half months of operating expenses in fund balance, which he described as a healthy position.</p> <p>Mr. Bill Shacklett asked for clarification regarding the district’s designation as a low-risk auditee. Mr. Jobe explained that this designation is based on the results of prior audits and allows for reduced testing requirements during the audit process.</p> <p>Dr. Duke thanked Jobe Hastings and auditor Molly Patrykus for their close collaboration with Daniel Owens and his team. He stated that receiving a clean opinion is a significant accomplishment for the district and expressed appreciation to the central office staff and principals for adhering to established guidelines. Dr. Duke added that the district is entrusted with taxpayer dollars and has demonstrated responsible stewardship of those funds.</p>	Dr. Trey Duke

Ms. Amanda Moore also commented that the district continues to be responsible stewards of taxpayer dollars.	
IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda. This motion, made by Mr. Butch Campbell and seconded by Mr. David Settles, passed. Yea: 6, Nay: 0, Absent: 1	Chair Amanda Moore
A. Approval of 2-10-26 Board Minutes Consent Item	
B. Approval of Student Fees Consent Item	
C. Approval of Contract-IMSE Morphology Plus Training Consent Item	
D. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Amanda Moore
A. Approval of Tenured Teachers Information Item Motion to approve tenured teachers. This motion, made by Mr. Butch Campbell and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1 Several tenured teachers were in attendance at the meeting. Dr. Maria Johnson and Sheri Arnette called each teacher individually to the podium and presented them with a tenure certificate. Dr. Duke formally requested that the Board award tenure to the teachers presented. Following the presentation, the teachers were asked to wait in the rotunda for a group photograph. Board member Karen Dodd congratulated the teachers and noted that achieving tenure is more rigorous today than in years past.	Dr. Trey Duke
B. Approval of Collaborative Conferencing MOU between MCS and Murfreesboro Education Association (PECCA) Action Item Motion to approve the Collaborative Conferencing MOU between MCS and Murfreesboro Education Association (PECCA). This motion, made by Mr. David Settles and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1 Dr. Duke recognized the members of the Collaborative Conferencing Team and expressed his appreciation for their work in developing and presenting the Memorandum of Understanding for the Board's approval.	Dr. Trey Duke
C. Approval of 2026-2027 PreK and 6th Grade Placements Action Item Motion to approve 2026-2027 PreK and 6th Grade Placements that was tabled at the 2/10 Board Meeting. This motion, made by Mr. Butch Campbell and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1 Amanda Moore thanked the staff for gathering feedback from parents after this agenda item was tabled at the last Board meeting. She said that the Board wanted to have more information to make an informed decision. Vice Chair Butch Campbell asked Dr. Duke to inform the audience of where 6th grade classes	Dr. Trey Duke

<p>would be housed in the district.</p> <p>Dr. Duke explained that 6th grade will be housed at the following locations for the 2026-2027 school year:</p> <ul style="list-style-type: none"> • John Pittard Elementary: John Pittard and Erma Siegel • Hobgood Elementary: Hobgood and Reeves-Rogers • Bradley Academy - Bradley • Northfield Elementary: Northfield and Mitchell-Neilson • Black Fox Elementary: Black Fox • Cason Lane Academy: Cason Lane, Overall Creek, Scales, and Salem <p>Board Member Jeanette Price asked if bus transportation would be provided to students affected by these changes, and Dr. Duke confirmed that transportation would be provided.</p>	
<p>D. Approval of Contract/Budget Amendment-Finalsite Website Action Item Motion to approve Contract/Budget Amendment-Finalsite Website. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>E. Approval of Budget Amendment-AALN Action Item Motion to approve the AALN Budget Amendment. This motion, made by Mr. Butch Campbell and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>F. Approval of Budget Amendment-FY26 GP Attendance Support Action Item Motion to approve Budget Amendment-FY26 GP Attendance Support. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>G. Approval of Revenue and Expenditure Report for November 2025 and December 2025 Action Item Motion to approve the Revenue and Expenditure Report for November 2025 and December 2025. This motion, made by Mr. David Settles and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1 Daniel Owens presented the December portion of the report to the Board and commended the Finance team for their outstanding work on the recent audit.</p> <p>Vice Chair Butch Campbell inquired whether Mr. Owens had received any information regarding the county taking additional pennies this year. Mr. Owens stated that he had not.</p>	Dr. Trey Duke
<p>VI. REPORTS AND INFORMATION Information Item</p>	Chair Amanda Moore
<p>A. Enrollment (PTR) Report Information Item</p>	Mr. Ken Rocha
<p>B. Director's Update Information Item Dr. Duke informed the Board that he is monitoring the legislative session and will provide updates as new measures are passed.</p> <p>He noted that with tonight's celebrations, including the Bradley drama performance, recognition of tenured teachers, and approval of the Collaborative Conferencing MOU, these events demonstrate the collaborative spirit within the district.</p>	Dr. Trey Duke

<p>Dr. Duke expressed appreciation to the principals who attended the meeting to support their teachers and schools.</p>	
<p>VII. OTHER BUSINESS Information Item Board Member David Settles thanked the schools for recognizing the Board during School Board Appreciation Week. He noted that at the last meeting, the Board received "above and beyond" recognition, for which he was truly grateful.</p> <p>Board Member Barbara Long requested an overview of the district's bus operations. Don Bartch explained that Mr. Brian Rome serves as Supervisor of Transportation and, along with three maintenance personnel, oversees the buses. He stated that the transportation department operates through the general-purpose budget, with buses purchased using various funding sources, and confirmed that the department is self-contained.</p> <p>Vice Chair Butch Campbell inquired about legislation concerning the election or appointment of Superintendents. Ms. Bush responded that TSBA is hosting an attorney session on Thursday, which she will attend, and she will gather more information regarding the legislation. She also indicated she may provide a recap of bills passed that affect the district.</p> <p>Mr. Shacklett suggested that during the current election season, with new commissioners running, Board members could take the opportunity to inform candidates about the transfer of pennies and its impact on the district. He noted that this would be an appropriate time to raise awareness of the issue.</p> <p>Board Member David Settles requested the information previously shared by Dr. Duke earlier in the year outlining the impact of the penny transfer to date. Dr. Duke said that he would send that information to the Board.</p>	<p>Chair Amanda Moore</p>
<p>VIII. ADJOURNMENT Action Item Motion to adjourn. This motion, made by Ms. Barbara Long and seconded by Mr. David Settles, passed. Yea: 6, Nay: 0, Absent: 1 The meeting adjourned at 7:11 p.m.</p>	<p>Chair Amanda Moore</p>

Director of Schools

Agenda Item Title: Surplus Items

Board Meeting Date: March 10, 2026

Department: Finance and School Operations

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

Board policy 2.403 defines surplus property as property no longer having an intended use by the school district and/or no longer capable of being used because of the property's condition. Policy 2.403 requires the Director of Schools/designee to prepare a list of unusable items for Board approval.

These items have been deemed surplus items and will be either sold or discarded based on board policy.

Staff Recommendation

Recommending approval of the surplus of the items specified within this packet.

Fiscal Impact

All unusable items shall be sold to the highest bidder after advertising in a newspaper of general circulation and online at least seven (7) days prior to the sale. Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be disposed of without the necessity of bids pending appropriate approvals.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
<p style="font-size: 1.2em; color: blue;">Broken/Damaged Technology See attached</p>					<p style="font-size: 1.2em; color: blue;">\$100</p>
<p style="font-size: 1.2em; color: blue;">Teams Shared File Technology</p>					

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

_____ School _____ Date _____

Principal

Dena Thomas FAA Date 2/23/26

Supervisor

Art Zause Date 2/24/26
Assistant Superintendent of School Operations or Director of Technology

Bobby W. Duke III Date 2/26/26
Director of Schools

_____ Date _____
Board Chairman

For inventory control use: copy to central office receiving ___/___/___; copy to principal or supervisor ___/___/___; copy to inventory control ___/___/___; copy to vendor ___/___/___

Notes on Disposal Method:

Signature: _____ Date: _____

SC	Chromebook	Dell	11 3180	9hgrnq2	34	out of date
SC	Chromebook	Dell	11 3180	9k3rnq2	36	out of date
SC	Chromebook	Dell	11 3180	f1xsnq2	31	out of date
SC	Chromebook	Dell	11 3180	j51t5q2		out of date
SC	Chromebook	Dell	11 3180	3kk0gh2		out of date
SC	Chromebook	Dell	11 3180	gpcqfh2	381	out of date
SC	Chromebook	Dell	11 3180	9xgt5q2	56	out of date
SC	Chromebook	Dell	11 3180	blg6kr2	961320	out of date
SC	Chromebook	Dell	11 3180	8md5kr2	961314	out of date
SC	Chromebook	Dell	11 3180	f3n0cx215591125	324	out of date
	Projector	Hitachi	CPX2011N	CP-X2011NUF	N/A	No longer working
	Desktop	Dell	Optiplex 7010	2M0T8Y1	958999	Will not update
	Desktop	Dell	Precision T1700	71LH282	958975	Will not update
	Desktop	Dell	Optiplex 9020	G9G5QD2	959990	Will not update
	Desktop	Dell	Optiplex 5070	8MCTH03	n/a	Will not update
	Desktop	Dell	Precision Tower 3420	6KD3XQ2	960965	Will not update
	Desktop	Dell	Optiplex 9030 AIO	CW1GZ12	959134	Will not update
CO	Chromebook	Dell	3100	2XKWR53	963905	No longer working
CO	Chromebook	Dell	3100	1dcj6c3	21-00325	No longer working
BF	Chromebook	Dell	3100	GLKWR53	963134	Bad logic board
CO	Laptop	Dell	XPS	CN4X9W1	N/A	Won't update to Windows 11
CO	Laptop	Dell	Precision M3800	CQCTQ32	959504	Won't update to Windows 11
CO	Laptop	Dell	Latitude 131L	1FTSSC1	956068	Won't update to Windows 11
CO	Laptop	Dell	XPS	3TQTX02	959009	Won't update to Windows 11
ESP	Laptop	Dell	Latitude E5470	9BZSQC2	101366	Won't update to Windows 11
BR	chromebook	Dell	3100	gnfc9y2	19-00160	bad mobo
CO	iPod	Apple	MC540LL/A	C3TDQJSJZDCP7	N/A	Won't update
CO	Chromebook	Dell	3100	CMXJ6C3	21-00315	Will not boot
CO	Chromebook	Dell	3100	6VBVR53	963484	Will not Charge
CO	Chromebook	Dell	3100	hb7nhb3	8475	Will not boot

BF	Chromebook	Dell	3100	17LS6C3	21-01037	Will not turn on
	Desktop	Dell	Optiplex 3050	74PTMR2	N/A	Won't update to Windows 11
JPE	Desktop	Dell	Optiplex 3240 AIO	2R97382	N/A	Won't update to Windows 11
	Desktop	Dell	Optiplex 5250 AIO	HQBRB02	960444	Won't update to Windows 11
	Desktop	Dell	Optiplex 3240 AIO	2R78382	N/A	Won't update to Windows 11
	Desktop	Dell	Optiplex 7440 AIO	1G08B02	N/A	Won't update to Windows 11
CO	Laptop	Dell	Chromebook 3100	HFSBHB3	8627	Will not boot
CO	Laptop	Dell	Chromebook 3100	28Z2YQ3	21-03757	No longer working
CO	Laptop	Dell	Chromebook 3100	1DCPOX2	NA	No longer working
CO	Laptop	Dell	Chromebook 3100	HFZTR53	964153	Bad charge port
CO	Laptop	Dell	Chromebook 3100	FP5M6C3	21-01925	No Longer working
CO	Laptop	Dell	Chromebook 3100	F8S4YQ3	21-03774	No Longer working
CO	Laptop	Dell	Chromebook 3100	5CV81Q3	21-03842	No Longer working
CO	Laptop	Dell	Lenovo 100e Gen 3	PF4Z2CRV	967306	No Longer working
CO	Laptop	Dell	11 G7 EE	5CD9377KVK	966492	No Longer working
CO	Laptop	Dell	Chromebook 3100	27HYR53	963573	Will not boot/charge
CO	Laptop	Dell	Chromebook 3100	B9MBHB3	8503	Will not boot/charge
CO	Laptop	Dell	Chromebook 3100	CPX0C73	7610	Will not boot/charge
CO	Laptop	Dell	Chromebook 3100	9F5VR53	964200	Will not boot/charge
MNE	TV	ClearTouch	6065K	4.02005E+13	6878	
CO	Laptop	Dell	Chromebook 3100	DTSYB73	7355	Will not boot/charge
CO	Laptop	Dell	Chromebook 3100	BYBCHB3	8878	Will not boot/charge
CO	Laptop	Dell	Chromebook 3100	2SR9173	964809	Will not boot/charge
CO	Laptop	Dell	Chromebook 3100	1B0TC73	964658	Will not charge
CO	Laptop	Dell	Chromebook 3100	88P1C73	7267	Will not charge
CO	Laptop	Dell	Chromebook 3100	9cxchb3	8704	Motherboard damaged
CO	Laptop	Dell	Chromebook 3100	F1PMXY2	19-00239	Will not charge
CO	Laptop	Dell	Chromebook 3100	fm71c73	7578	Not hold charge
CO (SPED)	iPad	Apple	8th Generation	DMQFQ7E4Q1GC	21-02435	Screen damage
CO (SPED)	iPad	Apple	9th Generation	F0X34D3N79	21-03319	Screen damage

CO	Laptop	Dell	Chromebook 3100	2YFS6C3	21-00839	Logic Board
CO (Finance)	Laptop	Dell	Precision 3551	8J12043	964627	
CO (Finance)	Laptop	Dell	Latitude 7480	2YPYYW2		Won't update to Windows 11
CO	Chromebook	Dell	3100	5L7T8Y2	19-02924	Bad charging port
CO	Chromebook	Dell	3100	44OYYY2	19-02892	Bad LCD, Keyboard, Bezel
CO	Chromebook	Dell	3100	HZ1RXY2	19-02865	Bad LCD
CO (SPED)	iPad	Apple	9th Generation	P93TYQ797Y	21-03325	Screen damage
BR	Apple TV	Apple	A1469	F6KQ15EMFF54	n/a	Won't update
CO	Chromebook	Apple	3100	8H2S6C3	21-01014	Damaged charging port
BR	Apple TV	Apple	A1469	DY3KGNNKFF54	20780	Won't update
CO	Chromebook	Dell	3100	CH2S6C3	21-00587	Won't turn on
JPE	Chromebook	Dell	3100	7B8MhB3	8456	Won't turn on
JPE	Chromebook	Dell	3100	7V2N6C3	21-01735	Won't turn on
JPE	Chromebook	Dell	3100	BDKL6C3	21-02141	Won't turn on
JPE	Chromebook	Dell	3100	86DT983	8030	Won't turn on
JPE	Chromebook	Dell	3100	3KXR6C3	21-00954	Won't turn on
JPE	Chromebook	Dell	3110	F97M9W3	23-0641	Logicboard issue
CO	Chromebook	Dell	3100	HJ61C73	HJ61C737385	No Power
CO	Chromebook	Dell	3100	3CPRR53	963202	Damaged headphone jack
CO	Chromebook	Dell	3100	9YZH6C3	21-00307	Damaged USB C Port
CO	Chromebook	Dell	3100	4NJVR53	963386	No Power
CO	Chromebook	Dell	3100	65DXXY2	19-01637	Damaged Charging Port
CO	Chromebook	Dell	3100	FLMR6C3	21-00525	No Power
CO	Chromebook	Dell	3100	D4GXR53	963239	Damaged Headphone Port

Agenda Item Title: Special Education Services Agreement with King’s Daughters’ School

Board Meeting Date: March 10, 2026

Department: Special Education

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Murfreesboro City Schools seeks Board approval to enter into an agreement with King’s Daughters’ School of Maury County to provide specialized educational programming and related services for students whose Individualized Education Program (IEP) teams determine that placement in a nonpublic special education setting is necessary to provide a free appropriate public education. The agreement establishes the terms under which the District may place students at King’s Daughters’ School and outlines the responsibilities of both parties for implementation of IEP services and compliance with applicable federal and state special education laws. The agreement does not obligate the District to place any specific number of students and allows placements to occur only as determined appropriate by each student’s IEP team.

Staff Recommendation

Approve the Special Education Services Agreement with King’s Daughters’ School for the 2025-2026 school year.

Fiscal Impact

Costs associated with this agreement will vary and are dependent upon the number of Murfreesboro City Schools students placed at the school and the specific services required by each student’s IEP. Tuition and any additional services (such as one-to-one staffing) will be billed at the rates established in the provider’s tuition schedule and will be paid only for students placed and served under the agreement. Funding will be provided through the Special Education budget and will be within budgetary guidelines.

Connection to MCS’s Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

The King's Daughters' School

Tuition & Fee Schedule

2025-26 School Year

Program or Service	Monthly Tuition/ Charge for Services
Tuition	
Main Campus DAY	\$3,950 tuition
Main Campus RESIDENTIAL	\$9,050 (With Financial Assistance, if qualified: \$7,850)
Center for Autism DAY	\$5,250 tuition
Center for Autism RESIDENTIAL	\$14,300 tuition (With Financial Assistance if qualified: \$10,950)
Student Spending (Personal) Fees (Required)	
Student Spending	\$50-100/month
Therapeutic Services (available via contract service providers only)	
Counseling Services	\$100/hour
Speech Therapy Services (Direct or consult)	\$125/hour
Occupational Therapy Services (Direct or consult)	\$125/hour
Other Optional Services, Fees	
Music Lessons	\$85/hr
Yoga Lessons, Hippotherapy, 1:1 Workouts	Ranges \$40-200/session
Respite Fees for students not going home on designated school breaks (as space allows) (Must be scheduled with Case Manager to ensure availability)	Main Campus: <ul style="list-style-type: none"> • \$100/day for Spring & Summer Breaks • \$175/day for Winter Break Center for Autism: <ul style="list-style-type: none"> • \$135/day for Spring & Summer Breaks • \$225/day for Winter Break
Airport Transportation (per trip, each way) (Must be scheduled with Case Manager <i>prior to booking</i> in order to ensure staff availability)	<ul style="list-style-type: none"> • \$300/trip (Mon-Fri, 10a-6p) • \$350+ for evening, weekend, or early morning trips; • \$200 on designated "airport days" before/after each break
Student Bill Processing Fee (If KDS is asked to pay a medical or other 3 rd party bill on behalf of the family)	\$50/bill
Holdover Contract Fee (If Contract is not signed prior to start of new contract)	\$150/month + new tuition rates

**SPECIAL EDUCATION SERVICES AGREEMENT
BETWEEN
KING'S DAUGHTERS' SCHOOL OF MAURY COUNTY
AND
MURFREESBORO CITY SCHOOLS**

This Special Education Services Agreement (“Agreement”) is entered into as of _____ (“Effective Date”) by and between Murfreesboro City Schools (“District”), a municipal school district within the State of Tennessee with its principal offices at 2552 South Church Street, Murfreesboro TN 37127, and King's Daughters' School of Maury County, Tennessee, a Tennessee nonprofit corporation, with principal office at 412 West 9th Street, Columbia, TN 38401 (“Provider”)(hereinafter, collectively referred to as “Parties”). Provider operates King’s Daughters’ School located at 412 West 9th Street, Columbia, TN 38401 (the “School”).

WHEREAS, 20 United States Code 1412, Tennessee Code Annotated 49-10-107, and Tennessee State Board Rule 0520-01-09 provide that school districts may enter into agreements with private schools and facilities or agencies for the provision of special education services to students;

WHEREAS, the District, in order to provide a comprehensive continuum of special education services, finds it desirable to acquire the services of another appropriately licensed agency; and,

WHEREAS, the Provider is an agency having appropriate programs, capacity and competence to provide special education services for children who are the responsibility of the District.

NOW, THEREFORE, Murfreesboro City Schools agrees to contract with Provider to provide the special education services listed below subject to the following considerations:

SECTION 1. PURPOSE

1. Purpose. This Agreement establishes the general terms under which the District may place students at the School for the provision of special education and related services consistent with each Eligible Student’s (“Eligible Student”) individualized education program (“IEP”) under the IDEA. Eligible Student is defined as a student who is enrolled in the District whose IEP team has placed student at School pursuant to the requirements of this Agreement.

2. The Parties acknowledge and agree that the Provider and the School are not the Students’ local education agency as defined in the IDEA. The District retains sole responsibility for ensuring each Eligible Student is offered and provided a free and appropriate public education (“FAPE”) and for all procedural safeguards, including evaluation/reevaluation obligations, due process responsibilities, and IEP team determinations. Provider will cooperate with District to enable District to meet its FAPE obligations under the IDEA, Section 504, and other applicable laws.

3. Nothing in this Agreement or any Student Placement Addendum authorizes Provider to unilaterally determine or change an Eligible Student’s placement under IDEA, Section 504, or any other applicable laws. Provider may recommend changes based on educational, behavioral, or safety considerations, but placement decisions remain with District’s IEP team.

4. Except as expressly required by applicable law, including IDEA procedural safeguards, this Agreement is for the benefit of the Parties only, and does not create third-party beneficiary rights in any Eligible Student, parent/guardian, or other person or entity.

5. This Agreement does not obligate the District to place any minimum number of students. The District may request placements as needs arise, and Provider may accept or decline a proposed placement based on capacity, program fit, staffing, safety planning, and ability to implement the IEP with fidelity.

SECTION 2. TERM

1. This Agreement begins on the Effective Date and continues through June 30, 2026 (“Agreement Term”), unless earlier terminated under this Agreement. The Agreement Term is intended to apply to the 2025-2026 school year.

2. The Agreement Term will automatically renew for successive one (1) year terms (each, a “Renewal Term”) unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term.

SECTION 3. PLACEMENT AND ADMISSION

1. District may place an Eligible Student at the School only by executing a Placement Addendum. No services are required to begin for any student unless and until the Parties execute the applicable Placement Addendum.

2. District shall provide the following education records prior to the Eligible Student’s start date:

- a. A current signed IEP (or Section 504 plan, as applicable) and most recent evaluation/reevaluation reports and relevant educational records;
- b. Emergency contact information, custody/guardianship documentation, and parent/guardian contact information;
- c. Current immunization/health records and medical action plans (if applicable)
- d. Behavior intervention plans, safety plans, or other relevant documents; and
- e. Any other intake forms reasonably required by Provider.

3. Provider may delay a proposed start date or propose a transition timeline if specialized staffing, safety planning, training, or environmental modifications are reasonably required to implement the IEP with fidelity, provided Provider promptly notifies District and cooperates to minimize delays.

4. Provider will provide each Eligible Student with an educational program at the School designed for students with disabilities and aligned with applicable state standards and the Eligible Student’s IEP. The specific program, ratio, related services (if any), accommodations and/or modifications, and supports will be summarized in the applicable Student Placement Addendum (and may incorporate the IEP by reference for detail).

- a. Provider will implement IEP provisions within Provider’s control for each Eligible Student, including collection of data and progress monitoring aligned with IEP goals and behavior management plan implementation if included in the IEP.

- b. Provider will provide progress reports to the District for each Eligible Student on a nine week basis or as specified by the IEP.
- c. Provider will maintain service logs and data sufficient to demonstrate delivery of services and supports described in the Placement Addendum and IEP and will make such documentation available to District upon reasonable request.
- d. The District will be responsible for providing Provider staff members with electronic access to the software program provided by the District for those students assigned to the program.

5. District represents that each placement at the School reflects the IEP team's determination of the Eligible Student's least restrictive environment, and District will document Least Restrictive Environment (LRE) considerations in the IEP. Provider will implement the placement as determined by the IEP team and as practicable within the School setting.

6. Related services (e.g., speech-language therapy, occupational therapy, physical therapy, counseling, behavior support, nursing) will be provided only if and to the extent set forth in the applicable Student Placement Addendum and/or the IEP.

7. Provider will use commercially reasonable efforts and qualified personnel to provide services consistent with the IEP. Provider does not guarantee specific educational outcomes.

8. Weekly attendance reports for each student placed at Provider. Weekly attendance reports shall also be sent to the District's Attendance Supervisor. Individual student absences shall be reported to the District's Attendance and Special Education Supervisors after the 5th day of absence in a school year. The District's attendance and truancy policies and procedures shall apply to all students placed at School.

9. Provider will participate in IEP meetings as reasonably requested by District (in person or virtually), including annual review and amendment meetings, and will provide input on present levels, progress, and placement considerations.

10. Provider will communicate with each Eligible Student's parent/guardian consistent with the IEP and School policies. Provider will copy District on substantive communications regarding IEP implementation, discipline changes of placement, safety incidents, or service delivery issues to the extent permitted by FERPA and any consents/authorizations provided or directed by District. District may provide student-specific written direction in the Student Placement Addendum regarding (a) communication protocols and (b) who should be copied on what categories of communications.

11. Notification of any physical restraints or isolations, injury, or serious incidents must be submitted within twenty-four (24) hours. Notice must be provided to the parent/guardian of the student the same day of the restraint, isolation, injury or incident.

SECTION 4: SCHOOL COMPLIANCE AND PROGRAM REQUIREMENTS

1. At the beginning of the Effective Date, and by August 1st of each school year, Provider will submit copies of the following documents to the District's Supervisor of Special Education:
 - a. A current letter of school approval from the Tennessee Department of Education;

- b. Tennessee Teaching licenses showing special education endorsement for all teachers providing instruction to students placed by the District;
- c. Tennessee State licensure or certificate of staff members providing counseling services to students placed by the District;
- d. Tennessee State License or certificate for staff members providing behavioral services to students placed by the District.

2. School shall be approved by the Tennessee Department of Education as a Category I Nonpublic School pursuant to the requirements of Tennessee State Board Rule 0520-07-02. School will provide educational programs pursuant to a one hundred eighty (180) day school year calendar. The minimum length of the school day shall be no less seven (7) hours per day.

- a. School shall provide the special education services required by each IEP of any student placed at School by the child's IEP team. School will provide an appropriate educational setting conducive to learning. All staff, equipment, instructional materials and supplies necessary for the implementation of each student's IEP will be provided by School.
- b. Educational curricula will meet Tennessee Department of Education and Tennessee State Board of Education requirements.
- c. School will provide a nutritious lunch for each student each day.
- d. The programs and services provided by School shall comply with all relevant Federal and State laws, rules, and regulations, including those rules and regulations promulgated by the Tennessee Department of Education and Tennessee State Board of Education.
- e. Appropriate staff of the District may inspect the facility, observe the program, and confer with School staff to ensure compliance with the program, student IEPs, and procedural safeguards. Inspections and observations must be scheduled in advance and must be at a time reasonable to both parties.

SECTION 5. PERSONNEL OBLIGATIONS

1. Provider shall be responsible for its employees on its payroll, including but not limited to, responsibility for recruitment, employment, promotion, retention, payment of wages, pension benefits, health insurance, layoffs, disciplinary action and termination, and shall comply with all applicable laws and regulations related thereto. Provider shall be responsible for preparing and processing payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurances relating to its employees, including but not limited to, income, social security, unemployment taxes, and workers' compensation costs and charges.

2. Provider shall maintain and make available to District, all necessary approvals, licenses, permits, and authority to deliver the services set forth in this Agreement. All service providers assigned to duties by School under this Agreement shall possess and maintain current licensure or certification in the State of Tennessee as required by their profession or disciplines, including:

- a. School teaching staff must have a current Tennessee licensure with endorsement in special education pursuant to Tennessee State Board Rule 0520-02-03.
- b. Direct counseling services will be provided to each student at School by staff member(s) with the Tennessee Board of Healing Arts licensure or Tennessee State

Board of Education endorsement in a counseling-related area (school counselor, school psychologist, etc.).

SECTION 6. FEE SCHEDULE

1. The following amounts will apply to all services rendered during the 2025-2026 school year. This fee schedule is not subject to change unless both parties agree in writing in an addendum to this Agreement.

- a. Beginning on the first day of the Eligible Student's enrollment, the District shall pay tuition for any Murfreesboro City Schools student placed at The King's Daughters' School by the student's IEP team at the applicable daily rate set forth in The King's Daughters' School Tuition & Fee Schedule for the 2025-2026 School Year ("Tuition Schedule"), which is incorporated herein by reference. Tuition shall be billed only for days the student is enrolled and receiving educational services, unless otherwise agreed in writing by the District.
- b. If a student's Individualized Education Program ("IEP") requires a 1:1 staff-to-student ratio, the District shall pay the additional rate for such service only if the 1:1 support is specified in the student's IEP and approved in advance by Murfreesboro City Schools. In such cases, the applicable rate shall be the rate identified for 1:1 staffing in the Tuition Schedule.
- c. No additional fees, service charges, staffing costs, or rate increases beyond those identified in the Tuition Schedule shall be billed to or paid by the District unless approved in advance and in writing by Murfreesboro City Schools.
- d. Payments shall be made every month based on direct service days (a minimum of 7 hours per day, 180 days per year), upon proper performance of services, and upon being invoiced. Payment is due within thirty (30) days upon receipt of the invoice or an accrued of 1.5% per day will be applied after the thirtieth (30th) day.

2. Provider shall prepare and send one invoice monthly to the District's Special Education Department at 2552 South Church Street, Murfreesboro TN 37127.

- a. Invoices shall include an itemization by activity, type of service provided (e.g., transportation, day treatment, and 1:1 services) and the total number of students served, by name, school and grade, during the month.
- b. The invoice will include all weather or district-related closing and all in-service days. Invoices will include the appropriate contract number assigned by the district.
- c. It will be the responsibility of Provider and fiscal services staff to monitor and document services provided by program components, in order to ensure appropriateness and accuracy in invoicing for services.

SECTION 7. GENERAL TERMS

1. Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, or national origin, and shall do the following:

- a. Take affirmative actions to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion or national origin.

- b. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to their race, color religion or national origin.
- c. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with children or enter school grounds;
- d. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and
- e. Not allow an employee to come in direct contact with school children or to children in a childcare program or enter the grounds of a school or childcare center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tennessee Code Annotated § 40-39-202.
- f. Certify that the staff of the facility or program has received training in the appropriate use of restraint and isolation as mandated by Special Education Behavioral Supports Act codified at Tennessee Code Annotated §§ 49-10-1301 through 1306 and the supporting state regulations, State Board of Education Rule 0520-01-09-.23, Isolation and Restraint for Students Receiving Special Education Services; and
- g. Report to the Murfreesboro City Schools Special Education Supervisor each instance of the use of restraint and isolation to comply with parental notification requirements of Tennessee Code Annotated § 49-10-1304.

2. Provider shall indemnify, defend and hold harmless the Murfreesboro City School Board, its employee and agents, from all claims and demands, including costs, litigation expenses, counsel fees and liabilities incurred, arising out of any injury to or the death of any person, or damage to property of any kind, to the extents caused by the negligent acts, errors or omissions of Provider, its agents, employees or any person direct or indirectly employed by them, while engaged in the performance of the services as set forth in the terms and condition of the agreement.

3. Provider shall carry and maintain general liability insurance and/or professional negligence insurance with policy limits of at least one million dollars (\$1,000,000.00) to provide coverage for any and all damages, costs or expenses arising out of any death, physical or mental injury, sickness, disease, or injury to or destruction of property resulting from Provider' performance of this contract. Provider shall provide the District with satisfactory evidence of such liability insurance. The liability insurance shall be in effect for the duration of this contract including any extensions or renewals. Provider shall carry Worker's Compensation insurance coverage for each of its employees if required by law.

4. This Agreement may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In that event, Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date. If the needs of the school change as determined by the District, such that the

District does not have a sufficient number of children attending Provider, the District may, within its discretion, terminate the contract.

5. If Provider fails to fulfill, in a timely and proper manner, the obligations under this Agreement, or if Provider violates any of the terms of the Agreement, the District shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for work completed.

6. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of war, order of legal authority, act of nature, pandemic, epidemic, or other unavoidable causes not attributed to fault or negligence of the parties.

7. If any provision of this agreement or the application thereof to any person or circumstance shall be held to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by the law.

8. This Agreement shall be governed by the laws of the State of Tennessee. The venue for any litigation arising from or pursuant to this Agreement shall be the Rutherford County Circuit or Chancery Courts.

9. It is understood and expressly agreed by the parties to this Agreement that Provider shall be an Independent Contractor for all purposes and in no event shall Provider, its employees, agents or sub-contractors be deemed employees of the District.

10. Provider shall at all times maintain an active telephone number to be used as a point of contact. This number must be available to the District or its designee at all times including off-hours. This number will be utilized for school closings, emergency notifications, discussion of routine problems, contract discussions and/or any other business as may be deemed necessary by the District. Provider must be available through this number at all times. Provider shall provide active phone numbers for all bus aides.

11. This Agreement constitutes and incorporates the full and entire agreement of the parties. The failure of either party to enforce any of its rights under this Agreement shall not operate as a waiver of said rights, and both parties expressly reserve the right to enforce their rights under the terms of this Agreement at any time.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date written below:

PROVIDER

MURFREESBORO CITY SCHOOLS

Signature

Director of Schools

Date

Date

Printed Name

Approved as to form:

Title

Lauren Bush, Assistant City Attorney

Agenda Item Title: Cooperative Purchasing Agreement with United Refrigeration for HVAC Parts, Equipment & Supplies

Board Meeting Date: March 10, 2026

Department: Operations

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

The District is requesting approval to purchase HVAC parts, equipment, and supplies through a cooperative purchasing agreement with United Refrigeration utilizing Invitation to Bid #25-135- HVAC Parts, Equipment & Supplies, which was competitively solicited and awarded by Collier County Public Schools in Florida. The solicitation was publicly advertised and establishes contracts for United Refrigeration to supply HVAC materials used for maintenance and repair of district facilities. Pursuant to Tennessee Code Annotated § 12-3-1205, the District may utilize contracts awarded by other governmental entities for cooperative purchasing.

Staff Recommendation

Approval of the cooperative purchasing agreement with United Refrigeration utilizing Collier County Public Schools ITB #25-135 for HVAC parts, equipment, and supplies.

Fiscal Impact

Year-to-date expenditures with United Refrigeration total \$86,656.51. Future purchases will be made as needed through existing Maintenance and Operations budget allocations.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

COOPERATIVE PURCHASING ADDENDUM

This Cooperative Purchasing Addendum (“Addendum”) is entered into between Murfreesboro City Schools, a municipal school system organized and existing under the laws of the State of Tennessee (“Customer”), and United Refrigeration, Inc. (“Contractor”), and relates to the contract awarded under Collier County Public Schools, Florida Invitation to Bid No. 25-135 for HVAC Parts, Equipment and Supplies (the “Agreement”).

1. **Cooperative Purchasing Authority.** Customer is authorized to participate in cooperative purchasing agreements pursuant to T.C.A. § 12-3-1205, which allows Tennessee governmental entities to purchase goods and services through contracts competitively solicited and awarded by other governmental entities, including governmental entities located outside the State of Tennessee.

- a. Contractor represents that it has been awarded a contract pursuant to Collier County Public Schools, Florida Invitation to Bid No. 25-135 for HVAC Parts, Equipment and Supplies, and that such solicitation authorizes participation by other governmental entities under the same pricing, terms, and conditions.
- b. Accordingly, Customer and Contractor agree that Customer may purchase goods and services from Contractor under the pricing, terms, and conditions of the above-referenced contract, except as modified by this Addendum. Customer shall issue its own purchase orders for any goods or services purchased pursuant to this Addendum.
- c. To the extent that any provision of the underlying contract, solicitation, or vendor terms conflicts with the Constitution, statutes, regulations, or public policy of the State of Tennessee, such provision shall be deemed modified to conform to Tennessee law and shall be enforceable only to the extent permitted by Tennessee law.

2. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions, or language to the contrary or in conflict with the language herein. The Agreement and this Addendum shall be read together; however, to the extent of any conflict, this Addendum shall control.

- a. The parties acknowledge and agree that the Agreement and this Addendum constitute the entire agreement between the parties with respect to the subject matter herein.
- b. Contractor shall not include, and Customer shall not be bound by, any additional or different terms contained in any quotation, invoice, acknowledgment, website terms, click-through agreement, packing slip, or other document issued by Contractor unless such terms are expressly agreed to in writing and executed by authorized representatives of both parties.

3. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits governmental entities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring Customer to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is deleted. No provision of this Agreement shall act or be deemed a waiver by Customer of any immunity, including its rights or privileges afforded by the Tennessee Constitution or state law including but not limited to any

provision of the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 *et seq.* Because Tennessee law may not allow Customer to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and Customer reserves all rights afforded to local governments under law for all general and implied warranties.

4. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. § 10-7-503 *et seq.*, are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Customer must, upon proper request, release public documents and records as defined by T.C.A. § 10-7-503 *et seq.*, including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. Customer does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 4 serves to meet such burden and authorization of disclosure.

5. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.

6. **Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, Customer is a sovereign entity subject only to those courts with jurisdiction over Customer. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Murfreesboro, Tennessee or the Federal court for the Middle District of Tennessee. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Murfreesboro, Tennessee or the Federal court for the Middle District of Tennessee. Service of process on Customer shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and Customer does not agree to any other service of process procedure.

7. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits governmental entities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between Customer and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.

8. **Dispute Resolution.** The Parties acknowledge and agree that no mandatory negotiation, mediation, or waiting periods shall be required prior to the initiation of litigation. Either Party may file suit at any time in a court of competent jurisdiction. Any voluntary dispute-resolution efforts

undertaken by the Parties shall not delay either Party's ability to pursue legal or equitable relief. The Parties further agree that any dispute-resolution procedures shall apply equally to both Parties, and no Party shall have a unilateral right to bypass any agreed procedure. Any mediation or settlement discussions shall occur at a mutually agreeable time, place, and format, including remote mediation. Each Party shall bear its own costs.

9. **Non-appropriation.** Contractor acknowledges that Customer is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Customer fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to Customer, such termination shall not be a breach of this Agreement, and any unused payment made to Contractor shall be returned to Customer. Furthermore, this provision shall extend to any and all obligations imposed upon Customer to reimburse Contractor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Contractor, FPPs, or Payment Processing Partners in relation to any event.

10. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties.

11. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.

12. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.

13. **Compliance.** Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of its obligations under the Agreement.

14. **Counterparts.** This Addendum may be executed in one or more counterparts by Customer and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

15. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

SIGNATURE PAGE FOLLOWS

CONTRACTOR

MURFREESBORO CITY SCHOOLS

Signature

Bobby N. Duke, III, Director of Schools

Date

Date

Printed Name

Approved as to form:

Title

Lauren Bush, Assistant City Attorney

NOTICE OF INTENT OF AWARD

June 3, 2025

To: All Relevant Bidders

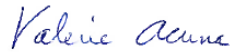
Re: Notice of Intent of Award – ITB #25-135 HVAC Parts, Equipment, & Supplies

Thank you for your response to Collier County Public School's ITB #25-135 HVAC Parts, Equipment, and Supplies. The responses received were carefully compared, reviewed, and evaluated. The attached tabulation sheet summarizes the recommendation of award that is approved by the Purchasing Department.

If you have any questions, please contact the Purchasing Department at purchasing@collierschools.com or (239) 377-0047.

Thank you for your submission. Your interest in Collier County Public Schools is appreciated.

Respectfully,



Valerie Acuna
Assistant Director, Financial Services, Purchasing

Attachment

Please take further notice, that you have the right to protest this action, but that "failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the bid tabulation, notice of the agency decision or intended decision and shall file a formal written protest within 10 days after filing the notice of protest. Failure to file a notice of protest, or failure to file a formal written protest shall constitute a waiver of proceeding under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.



TABULATION SHEET

# & Title:	#25-135 HVAC Parts, Equipment & Supplies	Estimated Exposure:	\$250,000.00
Location:	Districtwide via Maintenance Department	Funding:	General w/ Capital Transfer
Opening Date:	April 29, 2025	Vendors Notified:	353
Term:	July 1, 2025 through June 30, 2027	Documents Obtained:	38
		Submittals:	4

		Hands on Development, LLC.	Johnstone Supply	Naples Armature Works	United Refrigeration	
Bidder Name, Address, Phone #		1415 NW 206 Terrace Miami Gardens, FL 33169 (321) 430-8887 handsondevelopmenthca@gmail.com	3484 Domestic Ave. Naples, FL 34104 (239) 643-3446 store115@johnstonesupply.com	1101 5th Ave. S. Naples, FL 34102 (239) 262-4554 janet@naplesarmature.com	3400A Westview Dr. Naples, FL 34104 (239) 643-2733 branch55@uri.com	
Description of Item	Qty					
HVAC Parts, Equipment & Supplies						
Category 1 - % Discounts	%	NS	Primary *	Alternate *	NB	
Category 2 - Compressor & Condensing Units	Each	NS	Primary *	Alternate *	Alternate *	
Category 3 - Controls	Each	NS	Primary *	Alternate *	Alternate *	
Category 4 - Copper	Each	NS	Primary *	NB	Alternate *	
Category 5 - Ice Machine Items	Each	NS	Primary *	NB	Alternate *	
Category 6 - HVAC Equipment Items	Each	NS	Primary *	NB	NB	
Category 7 - Motors	Each	NS	Alternate *	Primary *	Alternate *	
Category 8 - Gases & Oils	Each	NS	Primary *	NB	Alternate *	
Category 9 - Additional Pumps	Each	NS	Primary *	NB	Alternate *	
Category 10 - Refrigerants & Accessories	Each	NS	Primary *	NB	Alternate *	
Category 11 - Miscellaneous Items	Each	NS	Alternate *	NB	Primary *	

<p>*Recommend approval of rental from Primary and Alternate vendors, with the overall, best value offered per category, per the attached pricing. Multiple vendors are needed to ensure a source of supply is readily available.</p> <p>NB - No Bid NS - Not to Specifications</p>	Opened By:	Purchasing Department
	Witnessed by:	Purchasing Department
	Date to Board:	July 31, 2025



TABULATION SHEET

# & Title:	#25-135 HVAC Parts, Equipment & Supplies	Estimated Exposure:	\$250,000.00
Location:	Districtwide via Maintenance Department	Funding:	General w/ Capital Transfer
Opening Date:	April 29, 2025	Vendors Notified:	353
Term:	July 1, 2025 through June 30, 2027	Documents Obtained:	38
		Submittals:	4

		Bidder Name, Address, Phone #	Hands on Development, LLC.	Johnstone Supply	Naples Armature Works	United Refrigeration	
			1415 NW 206 Terrace Miami Gardens, FL 33169 (321) 430-8887 handsondevelopmenthca@gmail.com	3484 Domestic Ave. Naples, FL 34104 (239) 643-3446 store115@johnstonesupply.com	1101 5th Ave. S. Naples, FL 34102 (239) 262-4554 janet@naplesarmature.com	3400A Westview Dr. Naples, FL 34104 (239) 643-2733 branch55@uri.com	
Description of Item	Qty						
% Discounts							
Armstrong	%	NS	55%+ *	20% *	NB		
Baldor	%	NS	55%+ *	20% *	NB		
Beacon	%	NS	55%+ *	NB	NB		
Beckett	%	NS	55%+ *	NB	NB		
Belimo	%	NS	55%+ *	NB	NB		
Bell & Gossett	%	NS	55%+ *	20% *	NB		
Browning	%	NS	55%+ *	20% *	NB		
Carrier	%	NS	55%+ *	NB	NB		
Century (AO Smith)	%	NS	55%+ *	Varies *	NB		
Coleman Evcon	%	NS	55%+ *	NB	NB		
Copeland	%	NS	55%+ *	NB	NB		
Costguard	%	NS	NB	NB	NB		
Daikin	%	NS	55%+ *	NB	NB		
Danfoss	%	NS	55%+ *	NB	NB		
Eaton	%	NS	55%+ *	NB	NB		
Everpure	%	NS	55%+ *	NB	NB		
FASCO	%	NS	55%+ *	30% *	NB		
Furnas	%	NS	55%+ *	NB	NB		
Goodyear	%	NS	NB	30% *	NB		

Bidder Name, Address, Phone #		Hands on Development, LLC. 1415 NW 206 Terrace Miami Gardens, FL 33169 (321) 430-8887 handsondevelopmenthca@gmail.com	Johnstone Supply 3484 Domestic Ave. Naples, FL 34104 (239) 643-3446 store115@johnstonesupply.com	Naples Armature Works 1101 5th Ave. S. Naples, FL 34102 (239) 262-4554 janet@naplesarmature.com	United Refrigeration 3400A Westview Dr. Naples, FL 34104 (239) 643-2733 branch55@uri.com	
Description of Item	Qty					
Honeywell	%	NS	55%+ *	NB	NB	
ITT General	%	NS	55%+ *	NB	NB	
Johnson Controls (JCI)	%	NS	55%+ *	NB	NB	
Kolpak	%	NS	55%+ *	NB	NB	
Lovejoy	%	NS	55%+ *	25% *	NB	
Manitowoc	%	NS	35%+ *	NB	NB	
Motors & Armatures, Inc. (MARS)	%	NS	55%+ *	NB	NB	
Marathon	%	NS	55%+ *	25% *	NB	
Maska	%	NS	NB *	NB	NB	
National Refrigeration & Air Conditioning (NRP)	%	NS	NB *	NB	NB	
Packard	%	NS	55%+ *	Varies *	NB	
Pentair	%	NS	NB	10% *	NB	
Perragon	%	NS	55%+ *	NB	NB	
Precision Aire	%	NS	45%+ *	NB	NB	
Ranco	%	NS	55%+ *	NB	NB	
Robertshaw	%	NS	55%+ *	NB	NB	
Scotsman	%	NS	35%+ *	NB	NB	
Sporland	%	NS	55%+ *	NB	NB	
Supco	%	NS	55%+ *	NB	NB	
Square D	%	NS	55%+ *	20% *	NB	
Taco	%	NS	55%+ *	15% *	NB	
Tecumseh	%	NS	55%+ *	NB	NB	
Thermal Zone	%	NS	NB	NB	NB	
Trane	%	NS	NB	NB	NB	
Trenton	%	NS	NB	NB	NB	
US Motors (Emerson)	%	NS	55%+ *	30% *	NB	



Collier County
Public Schools
Purchasing

INVITATION TO BID

Bid Number and Title:

#25-135 HVAC Parts, Equipment & Supplies

Posting Date:

April 9, 2025

Bid Due Date & Time:

2:00 PM, Tuesday, April 29, 2025

ITBs received after this time and date will not be accepted

Florida Tax Exempt #85-8012621827C-2
A 188126 (Federal) FEID 59-6000557

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School District shall contact the Purchasing Department at (239) 377-0047, at least five (5) business days prior to the scheduled opening or meeting.

Bidder Acknowledgement

This acknowledgement MUST be completed, signed, and returned with submittal. Failure to do so will be cause for rejection of the bid.

Company Name:

E-VERIFY (Information or #):

Federal Employer Identification Number (EIN):

Phone #:

Street Address:

City:

State:

Zip Code:

E-Mail Address:

Website (optional):

I certify that this bid is made without prior understanding, agreement or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to Collier County Public Schools (CCPS) the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to CCPS all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by CCPS. At CCPS's discretion, such assignment shall be made and become effective at the time CCPS tenders final payment to the bidder.

X

Authorized Signature (Manual)

Date

Typed / Printed Name

Title

NO BID: I hereby submit this as a "NO BID" for the reasons checked below:

<input type="checkbox"/>	1. Specifications were unclear or restrictive	<input type="checkbox"/>	6. We do not offer the product or service requested
<input type="checkbox"/>	2. Our schedule will not permit us to respond	<input type="checkbox"/>	7. Cannot supply at this time.
<input type="checkbox"/>	3. Could not meet specifications	<input type="checkbox"/>	8. Cannot meet delivery schedule
<input type="checkbox"/>	4. Terms & Conditions were unclear or restrictive	<input type="checkbox"/>	9. Other/Remarks:
<input type="checkbox"/>	5. Could not meet Insurance requirements	<input type="checkbox"/>	

¹Bidder shall supply an executed recent copy of IRS Form W-9 (Rev. March 2024), with submittal. Visit <https://www.irs.gov/> for more information on Form W-9.

Instructions for Submittal – BIDDER MAY SUBMIT RESPONSES AT ANY TIME PRIOR TO THE DUE DATE AND TIME.**1. OPENGOV**

- a. CCPS has partnered with OpenGov and utilizes an **e-Procurement Portal** for publishing and receiving all vendor responses to solicitations. Vendors shall visit, register, and create an account, at no cost to the vendor, on CCPS's OpenGov portal. To register and respond to this solicitation please visit:

<https://procurement.opengov.com/portal/collierschools>

- b. By registering with OPENGOV, the vendor will be able to participate in this opportunity and receive notifications for information on this solicitation, addendums, and award information.
- c. Further information on OPENGOV and the partnership with CCPS may also be found on www.collierschools.com/Page/277.

2. ELECTRONIC SUBMITTAL

- a. All responses to this solicitation must be submitted through the e-Procurement Portal. **HARD, MAILED, OR DELIVERED COPIES TO CPPS WILL NOT BE ACCEPTED.** All bidders are solely responsible for maintaining, up-to-date and accurate information on the e-Procurement Portal and may edit their profile at any time.
- b. It is the vendor's responsibility to ensure it understands and can utilize the portal. Responses may be submitted at any time after the solicitation has been posted. All responses will remain sealed until the electronic bid opening due date and time. CCPS strongly recommends all vendors register, log-in and navigate within the portal to become familiar with the system and how to submit its responses.
- c. **IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE ITS RESPONSE HAS BEEN SUBMITTED AND COMPLETED IN FULL. PLEASE NOTE THE ELECTRONIC PLATFORM WILL NOT ALLOW SUBMISSIONS OR THE UPLOADING OF DOCUMENTS AFTER THE BID DUE DATE AND TIME. ANY INCOMPLETE BID WILL NOT BE CONSIDERED.**
- d. **PLEASE NOTE, CCPS disclaims any responsibility of the electronic platform, or for any electronic bid not properly submitted by the due date and time within the platform. ALL SUBMITTALS, BIDS, OR PROPOSALS, ARE REQUIRED TO BE SUBMITTED BY THE DUE DATE AND TIME AS LISTED IN THE SOLICITATION.**
- e. All bidders should be forewarned when submitting their bid, that additional time may be necessary to ensure it is properly uploaded and submitted by the due date and time. This includes any additional requirements or time to navigate the procurement portal.
- f. The CCPS Portal Clock is the official timekeeper for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline.

3. QUESTIONS & ADDENDA

- a. All questions pertaining to this solicitation shall be submitted through the portal. All questions must be submitted by the appropriate due date and time as described herein.
- b. All questions will be answered via the portal and posted accordingly. Registered vendors that choose the "FOLLOW" feature will be notified once the Q&A, addenda, or other information is posted by CCPS.

4. PORTAL ASSISTANCE

For technical assistance with the e-Procurement Portal registration or for further information on OpenGov, additional assistance, and to learn more about vendor accounts, notifications and other related information, the vendor may navigate to the [OpenGov Help Center for Procurement](#).

Section 1 - General Conditions & Instructions

PLEASE READ CAREFULLY

Failure to meet the following instructions may be cause for rejection of the bid.

CONE OF SILENCE DURING COMPETITIVE SELECTION PROCESS

A cone of silence is hereby established for all competitive selection processes including Invitations to Bid (SOLICITATION), Requests for Quotes (RFQ), Requests for Proposals (RFP), Requests for Qualifications (RFQu), and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences before the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same. See Attached Board Policy 6324.

1.1 Definitions

For this solicitation and evaluation to responses, the following shall apply written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). The word "shall" be always mandatory and not merely a directory. Furthermore, the following words and phrases shall have these meanings:

- a. "CCPS" or "District" shall mean Collier County Public Schools or the School District of Collier County, Florida.
- b. "Bidder" shall mean any person, firm, or corporation who submits a bid according to this solicitation.
- c. "DEPARTMENT" shall mean the Collier County Public Schools, Facilities or Maintenance Departments.
- d. "Contractor" shall mean the successful bidder, whether a corporation, partnership, individual, or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.

1.2 School Board / District Policies & Administrative Procedures

All School Board policies and/or administrative procedures referenced under this solicitation, if not attached hereto, may be accessed and reviewed at www.collierschools.com/schoolboard and/or may be provided by the Purchasing Department upon request.

1.3 Bid Submissions

- a. A response to this solicitation may be submitted at any time prior to the due date and time. The response will remain sealed until the opening.
- b. Submittals not conforming to the instructions provided herein will be subject to disqualification at the sole option of CCPS.
- c. The bidder, by submitting a bid represents that:
 - i. It has read and understands the solicitation in its entirety and that the solicitation is made in accordance therewith;
 - ii. It possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to CCPS;
 - iii. It has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the performance of the contract. If the bidder receives an award, failure to have made any necessary investigation/examination will in no way relieve the bidder from its obligations to comply with this solicitation, nor will it be a basis for any claim for additional compensation or relief.
- d. All bids shall be submitted electronically via the e-Procurement Portal and received no later than the date and time as indicated herein. Any submittal received after the stated time and date will not be accepted. No hard copies of submittals will be accepted.
- e. CCPS disclaims any responsibility of the electronic platform, or for any electronic bid not properly submitted by the due date and time within the platform.
- f. All bids shall be acknowledged in the portal with all aspects completed and any additional documentation uploaded as requested.

- g. Submittals shall contain an acknowledgement/electronic signature, of a representative authorized to legally bind the bidder of all conditions and provisions herein.
- h. If confidential materials are submitted, the bidder may submit a redacted copy and/or label uploaded file as confidential.
- i. All uploaded documents shall be in a PDF document compatible with Microsoft 10.
- j. Once submitted and received by CCPS, all submittals become the sole property of CCPS and may be retained by CCPS or disposed of in any manner as deemed appropriate by CCPS. Furthermore, all items submitted in the proposal shall become the property of CCPS. CCPS has the right to use any or all ideas presented in any reply to this solicitation as it deems necessary and in the best interest of CCPS. Selection or rejection of any response does not affect this right.
- k. Neither CCPS nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this solicitation. Bidder(s) should prepare solicitations simply and economically, providing a straightforward and concise description of its ability to meet the requirements of the solicitation.
- l. The use of correction fluids or erasures to correct aspects of uploaded documents is not acceptable. Corrections must be by a strikethrough and initialing of the correction(s) by the originator. Correction fluid of erasure corrected bids will be considered non-responsive for the corrected items only.

1.4 Bid Opening and Analysis

- a. Bids will be publicly opened in the Purchasing Department, read aloud, and recorded at the time and date indicated within solicitation. Bidder(s) may but are not required to attend. CCPS will not announce prices or release other materials according to 119.07 Florida Statutes.
- b. Bids will be analyzed, tabulated, and recommendations for an award, which the Superintendent intends to make to the School Board or the Purchasing Department intends to make for projects less than \$50,000, will be posted by tabulation sheet at the School District of Collier County, Dr. Martin Luther King, Jr. Administrative Center, Purchasing Department, 5775 Osceola Trail, Naples, Florida 34109-09919, as well as on-line at www.collierschools.com/Page/277 and [the School District's eProcurement Portal](#). Notification to all bidder(s) will be made by the portal to all that are following the project. Further notification may be made via e-mail. The date and time from the portal and/or email will constitute the time of notification.
- c. Bidder(s) that believes it has been adversely affected by the recommendation(s) may protest under provisions of Board Policy 6320-Bid Protest attached hereto. Failure to file a protest within the time prescribed in Florida Statute 120.57(3) will constitute a waiver of proceedings under Chapter 120, Florida Statute.

1.5 Interpretation and/or Modifications to the ITB / Inquiries / Addenda

- a. It is incumbent upon each bidder to carefully examine all specifications, terms, and conditions contained within the solicitation and to fully understand all items hereto.
- b. Any request for interpretation or questions regarding the solicitation, whether technical, procedural, or otherwise, **shall be made in writing** and submitted on the e-Procurement Portal.
- c. All requests, questions, and inquiries shall be received at least seven (7) business days, unless otherwise stated within this solicitation, before the due date.
- d. All questions will be attempted to be answered by CCPS promptly, however, CCPS is not obligated nor liable for the failure to respond to bidders' questions before the due date of the solicitation.
- e. All answers to inquiries posted within the portal. Answers may be a reference to the solicitation document where the answer can be found, or if further clarification is necessary, responses will be developed by appropriate CCPS employees and posted in the portal.
- f. The Purchasing Department will make the determination whether an inquiry modifies the specifications and requires an official Addendum. All addendums (if necessary) will be posted within the portal. The Bidder should ensure that all addenda and amendments to the solicitation have been received before submitting its response. CCPS is not responsible to e-mail or mail addenda directly to potential bidders.
- g. It is the responsibility of the bidder(s) to make sure they have all addenda associated with this solicitation. Any addenda issued shall be acknowledged and be included in submission, unless otherwise instructed on the Addenda. Failure to acknowledge the addenda may result in the rejection of the submittal.
- h. Only interpretations, supplemental instructions, and corrections given in writing by the Purchasing Department representative shall be binding. Bidder(s) and Prospective Contractor(s) are advised that no other source is authorized to give interpretations, supplemental instructions, corrections, or information concerning, explaining, or interpreting the solicitation. Any verbal interpretation/modification will not be considered part of this solicitation and therefore, CCPS will not be held accountable. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given.
- i. Additional information acquired by any other means shall not be utilized in the configuration of any vendor's submittal and shall not be considered in the evaluation of bids submitted and shall be considered inadmissible in bid dispute proceedings. Proposers may be disqualified who solicit or receive (even if unsolicited) additional information regarding this solicitation by any other means than the process described herein.
- j. No addendum will be issued later than three (3) calendar days before the due date for bids, except an addendum withdrawing the solicitation or one that includes the postponement of the date for receipt of bids.

1.6 Award

- a. The School Board or Purchasing Department reserves the right to award the contract(s) to the bidder(s) that it deems to offer the lowest responsive and responsible bid(s), as defined by this solicitation. The Board and/or Purchasing Department are therefore not bound to accept a bid based on the lowest price. Award will be made to the lowest responsive, responsible bidder whose bid represents the best overall value to CCPS when considering all evaluation factors that meet or exceed the minimum requirements of this solicitation.
- b. Pursuant to FS 287.05701, the School Board or Purchasing Department, in its decision to award this solicitation, will not request documentation of, consider, or give any preference based on, the bidder's social, political, or ideological interests.

- c. The School Board or Purchasing Department will award contract(s) based on bid pricing, qualifications, and references, as well as the bidder's ability to meet or exceed the minimum requirements of this solicitation.
- d. During the evaluation and review of the bid(s), CCPS may consider any information or evidence which comes to its attention. This information may be utilized in determining the bidder's capability to fully perform the services of this solicitation and/or the bidder's level of integrity and reliability that is required to assure satisfactory performance of any award or contracts produced from this solicitation.
- e. To be considered for an award, each bidder must fully complete the solicitation and provide all necessary documentation to fully demonstrate the bidder's capabilities and qualifications. Failure to complete solicitation or supply the required documentation will be grounds for the rejection of the bid.
- f. CCPS retains the option of awarding a single contract, based on the overall low bid for all items, or awarding multiple contracts, based on the low bid per item, group of items, or any combination thereof. Furthermore, CCPS reserves the right to award to primary and alternate vendors to ensure a source of supply is readily available.
- g. This solicitation does not commit the School Board to make an award nor shall CCPS be responsible for any cost or expense incurred by any contractor before the execution of a purchase order or contract agreement.
- h. The obligations of CCPS under an award of this solicitation are subject to the availability of funds lawfully appropriated for its purpose. All purchases are contingent upon available funding.
- i. All award(s) made as a result of this solicitation shall conform to applicable School Board Policies, State Board Rules, and State of Florida Statutes.
- j. CCPS reserves the right to award only a portion of the items and/or services specified if it is deemed to be in its best interest.

1.7 Funding Out / Termination / Cancellation

- a. Florida Laws prohibit public employers from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- b. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.
- c. The following funding out provisions are an integral part of this solicitation and must be agreed to by all respondents: CCPS may, during the contract period, terminate or discontinue the services covered in this proposal at the end of CCPS's then current fiscal year upon ninety (90) days prior written notice to the successful respondent. Such written notice will state:
 - i. That the lack of appropriated funds is the reason for termination, and
 - ii. "This written notification will thereafter release CCPS of all further obligations in any way related to the services covered herein."
 - iii. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out."

1.8 Submittal Withdrawal

forty-five (45) days after the opening of bids. All prices shall remain firm within the period stated for purposes of analysis and determination of the lowest and best bid.

1.9 Submittal Rejection

CCPS reserves the right to reject all bids, in whole or in part, and to waive any bid formalities. Furthermore, CCPS reserves the right to re-advertise for other bids or to bid separately on any projects deemed to be in the best interest of CCPS.

1.10 Unreasonable Solicitation

CCPS is not bound to accept any bid, quote, or proposal it may receive under this solicitation. Also, CCPS will reject submittals that are

considered to have been priced unreasonably low and will determine the vendor to be Non-Responsive. Unreasonable low pricing shall be at the determination of CCPS.

1.11 Non-Exclusive Contract

Any contract award(s) resulting from this solicitation shall **not** be construed as an exclusive means for CCPS to acquire services, equipment, supplies, commodities, and/or maintenance and related services for such items, as outlined in this solicitation. CCPS reserves the right, during the term of this contract, to issue separate formal and/or informal competitive solicitations for the acquisition of these services or commodities. Furthermore, CCPS reserves the right to enter into purchase agreements for these commodities/services based on awards made by the State of Florida, other governmental entities, other CCPS awards, or contracts available through national purchasing alliances.

1.12 State of Florida Purchasing Agreement / Contracts

The State of Florida purchasing agreements and contracts available under FS 287.056 have been reviewed.

1.13 Termination of Contract

- a. In the event the successful contractor violates any of the provisions of the contract, CCPS may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for intention to terminate the contract, and, unless five (5) days after serving such notice upon the bidder, such violation(s) cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said five (5) days, cease and terminate, but the liability of such bidder and his surety for all such violation(s) shall not be affected by any such termination.
- b. CCPS shall retain the right to terminate the contract without cause, with thirty (30) days of written notice. If said contract should be terminated for convenience as provided herein, CCPS will be relieved of all obligations under said contract. CCPS will only be required to pay to the Contractor the amount of the contract performed to the date of termination.
- c. A repeated instance of failure to perform may result in immediate cancellation of the contract and removal of the Contractor from consideration on other CCPS contracts for a duration of the contract period or for three (3) years, whichever is longer, at the discretion of the Director of Purchasing.
- d. Any apparent and/or clear violation of any of the items listed herein or board policy may be grounds for immediate termination of the entire contract or site where the violation occurred. Any such cancellation will be grounds for the company to be disbarred from doing any type of business with CCPS, for a period of time as determined by the Director of Purchasing.
- e. In the event the Contractor wishes to terminate the contract, it must submit its request in writing to the Purchasing Department. The request must give a 30-day notice of cancellation and should list any reasons why the contract is being terminated. Failure to give proper notice may result in the withholding of monies owed or reduction of monies owed for any expense incurred from failure to submit a proper notification of cancellation.

1.14 Pricing

- a. All pricing submitted will be firm for the duration of the contract.
- b. Pricing shall be based on FOB Collier County, Florida, and will include all packaging, handling, shipping charges, and delivery to any point within Collier County, Florida, to a secure area or inside delivery. No other additional monies will be permitted.
- c. CCPS is exempt and does not pay Federal Excise and State of Florida Sales taxes. Certificate of exemption available upon request.
- d. Any discrepancy or error in bid pricing, the unit price will govern. All calculation errors will be recomputed by the Purchasing Department.

1.15 Tie Bids / Pricing

If a tie bid, either lump sum, total, or unit price per item, is discovered, the deadlock will be decided upon using the following order:

- a. Bidders that certify it is a drug-free workplace.

- b. Bidders that receive the larger majority of dollar awards on other items within the solicitation.
- c. All else being equal, a coin toss will be made to decide the award.

1.16 Additional Terms

CCPS reserves the right to reject offers or bids containing alternative terms or conditions, or additional terms and conditions contradictory to those requested in the solicitation.

1.17 Content of Solicitation/Bidder Response

The contents of this solicitation, all terms, conditions, specifications, and requirements included herein, and the accepted and awarded response thereto will be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS & INSTRUCTIONS."

1.18 Order Placement, Purchase Orders and Procurement Cards

Award does not constitute any order(s). After approval of an award has been made of this solicitation, CCPS will place orders utilizing one of the following procedures:

- a. *CCPS issued purchase orders* (blanket or normal): Purchase orders will be either a blanket purchase order to cover a specific time and dollar amount for multiple purchases against it, or a normal purchase order that is issued for specific items.
- b. *School/Site-based internal account purchase order*: A specific site or school will issue a purchase order through the site's bookkeeper and will be processed at the school level. Please note that schools may vary in their ordering and payment procedure.
- c. *Procurement Card*: Sites or departments may place orders utilizing a CCPS-issued procurement card. Only authorized staff will be allowed to submit orders via the procurement card. The bidder, by submitting a proposal, agrees to accept procurement cards as a manner of ordering and payment, and may not add additional handling charges or service fees to purchases made with procurement cards. Furthermore, refusal to accept this condition may be cause for rejection of bid and/or termination of contract.

The contractor (s) shall not provide any items or services on any CCPS initiated order without one of the above ordering methods. It will be the responsibility of the Contractor to fully understand the order and how and when to process it according to how the order is placed. Failure to allow orders to be placed by any of the above methods may be cause for rejection of bid and/or termination of the contract. Furthermore, an awarded vendor shall never change, alter, increase, or exceed a purchase order without the expressed written authorization of the Purchasing Department.

1.19 Survivability

The Consultant/Contractor/Vendor agrees that any purchase order that extends beyond the expiration date of the original solicitation or contract expiration will survive and remain subject to the terms and conditions of this agreement until the completion of a project and/or termination of said purchase order.

1.20 Invoicing & Payment

- a. The contractor will be required to submit invoices as it supplies/services CCPS. All invoices and correspondence shall be legibly written, typed, or computer-generated and dated.
- b. All invoices shall reference a valid/current purchase order number. Failure to provide a current purchase order will be cause for delay in payment or non-payment.
- c. Invoices and statements shall be mailed directly to:
Collier County Public Schools
Accounts Payable Department
5775 Osceola Trail
Naples, Florida 34109
- d. Invoices shall reference a CCPS-issued incident or work order number when applicable.

- e. The contractor shall issue separate invoices for each purchase order number unless special instructions are given.
- f. Payment will be made within thirty (30) days after acceptance of the invoice.
- g. Invoices that do not reference valid purchase order numbers or which are erroneous (incorrect pricing, additional fees, incorrect purchase order) may be returned to the Contractor for resolution. Payment will not be made until all discrepancies are corrected and approved.
- h. All invoices will be itemized to reflect all rates or discounts per this solicitation. Lump-sum invoices will not be accepted. Failure to provide itemized invoices will be cause for delay in payment or non-payment.

1.21 **Hold Harmless & Indemnification Agreement**

CCPS and the contractor do hereby agree to indemnify and hold harmless the other, its employees, agents, officials and related entities from and against any and all losses, liabilities, damages, and expenses (including reasonable attorneys' fees and expenses as incurred) which it or any of them may incur or be obligated to pay in any action, claim or proceeding against any of them by a third party, for or by reasons of their negligent acts, whether of omissions or commission, arising out of related to, or in connection with this solicitation and any subsequent contract / agreement or any other circumstances arising out of related to, or in connection with this solicitation and any subsequent contract / agreement.

1.22 **Protection of Property**

The contractor shall at all times guard CCPS property against damage or loss to property. The contractor shall replace any loss, repair any damage to CCPS property, attainable to the contractor or its associate(s). CCPS may withhold payment or make such deductions, as it might deem necessary to ensure reimbursement for loss or damage to property through negligence of the Contractor.

1.23 **Safety Standards**

The bidder warrants that the products/services supplied to CCPS shall conform in all respects to the standards outlined in the Occupational Safety and Health Act, as amended. Failure to comply with this condition will be cause for termination of the contract.

1.24 **New Items / Warranty**

- a. Represents and warrants that the goods, materials, supplies, or components offered to CCPS under this solicitation are NEW, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.
- b. Bidder agrees that the product and/or service furnished as a result of this solicitation and award thereto, is NEW and shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to CCPS by any other provision of the solicitation.
- c. During the warranty period, the Contractor must repair and/or replace any faulty item without cost to CCPS, with the understanding that all replacements shall be NEW and also carry the same warranty as the original equipment. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from CCPS staff. The Contractor further warrants that the item(s) and/or services provided are fit, and otherwise conforming, for the purpose(s) intended by CCPS.

1.25 **Public Entity Crimes**

Bidders shall be aware of the provision of paragraph (2)(a) of Section 287.133, Florida Statutes which reads as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real

property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list."

1.26 **Discrimination**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.27 **Bullying, Harassment & Title IX**

Vendor, contractor, and all affiliates agree to abide by provisions of Board Policies 3362, 5517, 5517.01, and 2266, which proscribe any acts of harassment and/or bullying and any related acts covered by Title IX, toward District students and District staff.

1.28 **Minority, Small, and Women-Owned Businesses**

CCPS encourages the use of minority, small, and women-owned businesses and enterprises (MWBE). The contractor agrees to ensure MWBEs are used whenever possible, such as when participating as partners, joint-ventures, prime contractors, sub-contractors, and in other contracting opportunities. Bidder may submit a certification or other documentation of its MWBE practices.

1.29 **Conflict of Interest**

The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. Bidder shall complete **Exhibit A – "Conflict of Interest Statement"** attached hereto and submit it with the bid. Failure to provide shall be grounds for rejection of the bid.

1.30 **Unauthorized/Illegal Aliens**

CCPS shall consider the employment by any Contractor of unauthorized/illegal aliens in violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for immediate termination of the contract(s). Furthermore, the bidder shall complete the attached **Exhibit B – "Contractor's Affidavit Concerning Illegal Aliens"** and submit with its bid. Failure to complete this affidavit will be a cause for the rejection of the bid.

1.31 **Debarment**

All contractors receiving individual awards, using federal funds, and all subcontractors, certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Bidder shall complete the attached **Exhibit C – "Debarment Form"** and submit it with its proposal. Failure to complete will be cause for rejection of the bid. Instructions are also attached.

1.32 **Drug-Free Workplace Certification**

CCPS supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug-free. In cases where identical tie bids are received, preference shall be given to a bid received from a vendor that certifies it has implemented a drug-free workforce program. If applicable, the bidder shall sign and submit **Exhibit D – "Drug-Free Workplace Certification"**, attached hereto, to certify that the respondent has a drug-free workplace program.

1.33 **Coercion for Labor & Services**

The award hereunder is subject to the provisions of Section 787.06(13) Florida Statutes. The proposer shall complete **Exhibit E – "Affidavit Regarding the use of Coercion for Labor & Services"** attached hereto and submit it with the solicitation. Failure to provide shall be grounds for rejection of the submittal.

1.34 Smoke and Tobacco-Free Environment

According to School Board Policy No. 3215, 5512, and 7434, all CCPS facilities, both interior and exterior spaces, have been deemed a tobacco-free environment. The use of tobacco or tobacco products in any form is strictly prohibited on any CCPS site. Violations of this policy will result in the removal of said violator from the property. Repeated violations may result in the termination of the contract.

1.35 Possession of Weapons & Other Destructive Devices

- a. Possession of weapons and other destructive devices will not be tolerated on any CCPS property (except authorized law enforcement personnel, or persons pre-approved by the Superintendent). The term "weapon" and/or "destructive device" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting death, serious bodily injury, or property damage, as well as endangering the health and safety of persons. Weapons and destructive devices include, but are not limited to, firearms, guns of any type, bombs, explosives, explosive devices, poison gas, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, or any other category of weapon and/or destructive device as outlined in F.S. 790.001.
- b. CCPS prohibits anyone from keeping any weapon or firearm in a private vehicle on school property, even if the weapon/firearm stays in the vehicle, is securely encased, and is not readily accessible for immediate use, except as authorized in support of school-sanctioned and supported activities including, but not limited to, property leased, owned, or contracted for by CCPS, a school-sponsored event, or in a CCPS vehicle
- c. If any employee of an independent contractor or subcontractor is found to have brought a firearm on CCPS property, said employee will be terminated from the project by the independent contractor or subcontractor. If the subcontractor fails to terminate the said employee, the subcontractor's agreement with the independent contractor for the project shall be terminated. If the independent contractor fails to terminate the employee or fails to terminate the agreement with the subcontractor who fails to terminate the said employee, the independent contractor's agreement with CCPS shall be terminated.

1.36 Force Majeure

The contractor(s) shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, health, or safety emergencies (including but not limited to, pandemics, local outbreaks of diseases, and break downs of water supplies), and acts of nature beyond the control of the contractor(s), unless otherwise specified.

1.37 Public Records

- a. According to subsection 119.071(1)(b) Florida Statutes, 2013 "sealed bids, proposals, or replies received by the District according to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until the District provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier."
- b. All bid documents or other materials submitted by the Bidder in response to this solicitation will be open for inspection, upon request, by any person and per Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from disclosure.
- c. CCPS has the right to use any or all documents, submittals, or ideas presented in any response to this solicitation. Selection or rejection of any submittal does not affect this right.
- d. If CCPS rejects or cancels a solicitation and intends to reissue, then all bids, proposals, or replies submitted, will remain exempt from public records and may be returned unopened.
- e. **Per Florida Law, the Contractor shall also maintain all records, and must:**

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency to perform the service;
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER, (239) 377-0457, E-MAIL ADDRESS: woodsdo@collierschools.com, MAILING ADDRESS, 5775 OSCEOLA TRAIL NAPLES FL 34109.

1.38 Disputes

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of CCPS shall be final and binding on both parties.

1.39 Misrepresentation

All information submitted and representations made by the bidder are material and important and will be taken into account by CCPS when awarding the solicitation. Any misstatement or omission (a "Misrepresentation") shall be treated as fraudulent concealment of the facts relating to the submission of the solicitation. A misrepresentation shall be a basis to reject or disqualify the bidder from this solicitation, and any re-solicitation about this subject matter (regardless of whether the re-solicitation resulted from Respondent's misrepresentation), and shall be punishable under law, including, but not limited to, Chapter 817, F.S.

1.40 Governing Laws and Venue

- a. If the awarded proposer(s) should breach this contract CCPS reserves the right to seek remedies in law and/or in equity.
- b. All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Collier County, Florida. Venue in federal court shall be in the United States District Court. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. If a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

c. All questions concerning the validity, operation, interpretation, construction, and enforcement of any terms, covenants, or conditions of this contract shall in all respects be governed by and determined per the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

1.41 E-Verify

a. According to FS 448.095, the Contractor shall use the U.S. Department of Homeland Security's E-Verify system, www.everify.gov, to verify the employment eligibility of all employees hired during the term of this Agreement.

b. Subcontractors

- (i) The contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by FS 448.095.
- (iii) The contractor shall provide a copy of such affidavit to District upon receipt and shall maintain a copy for the duration of the Agreement.

c. The contractor must provide evidence of compliance with FS 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of the Contractor's E-Verify number.

Failure to comply with this provision is a material breach of the Agreement, and the District may choose to terminate the Agreement at its sole discretion. The contractor may be liable for all costs associated with the District securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

1.42 Civil Rights

The contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

1.43 Buy American

CCPS shall procure any agricultural commodity and/or food product, to the maximum extent practicable, that is produced/processed in the United States per 7 CFR, 201.21. Furthermore, except in instances where certain food commodities or products are not available from production in the United States:

- a. no food items covered by this solicitation are to be imported, imported and repacked, or imported and labeled with an American Processor or Distributor.
- b. all American and Genuine Florida meats or meat products shall be granted preference as allowed by Section 287.082 FS.

1.44 Prohibition of Gratuities

By submission of a bid, a contractor certifies that no employee of SFA has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued because of this solicitation may be

terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

1.45 Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1.46 Other Provisions

Bidder attests, via signatory on the acknowledgment page, to the applicable certification and adherence to the provisions listed below:

- a. **Energy Policy and Conservation** (42 US Code 6201),
- b. **Equal Employment Opportunity** (41 CFR 60-1.4(5)),
- c. **Funding Agreement (Rights to Inventions)** (37 CFR 401.2 (a))
- d. **Contract Work Hours and Safety Standards Act** (29 CFR Part 5)
- e. **Clean Air and Water Pollution Acts** (42 USC 7401-7671q and 33 USC 1251-1387)
- f. **Acquisition of Unnecessary or Duplicative Items** (2 CFR 200.318(d))
- g. **Byrd Anti-Lobbying Amendment** (31 USC 1352)
- h. **Scrutinized Companies** (FS 287.135)

1.47 Other Agencies

Contractor(s) may permit any school board, community college, state university, municipality, or other governmental entity, including Public Charter Schools to participate in the awarded contract under the same prices, terms, and conditions. It is understood that each entity will issue its purchase order to the Contractor(s).

1.48 Additional Information

- a. CCPS reserves the right to request any additional information, after the bid opening, to further clarify or explain any information submitted with the bid.
- b. CCPS reserves the right to allow for the clarification of questionable entries and the correction of **obvious mistakes**.

1.49 Solicitation of Additional Services

At no time shall the contractor/vendor and/or its employees, directly or indirectly, advertise, solicit, request, and/or seek additional services for the purpose of obtaining further business beyond what is being bid within this process. All communication of such nature with any CCPS employee, staff, students, or parents, etc. is prohibited. Conversations, services, and/or other activities are restricted only to the scope described herein. If additional services, ideas, or other relations to the scope herein may be of interest to CCPS, then the contractor may work directly with the appropriate CCPS contract administrator.

***** CCPS reserves the right to reject any and/or all bids, in whole or in part, and to waive any and all bid formalities, as may be deemed to be in the best interest of CCPS. *****

Section 2 - Requirements

2.1 Purpose

The purpose of this solicitation is to find responsible contractors to provide HVAC parts, equipment, supplies and materials, to be used at various sites throughout CCPS, primarily by the Maintenance Department for routine and general upkeep of all existing facilities, abiding by the minimum requirements set hereto. The primary vendors to supply HVAC parts, equipment and supplies to CCPS will come from this solicitation.

2.2 Contract & Term

- a. The contents of this solicitation and all provisions of the awarded bidder's submittal shall be considered a contract and become legally binding. A separate contract document, other than the purchase order, may not be issued.
- b. All prices bid shall be for a period beginning **July 1, 2025, and ending June 30, 2027**. Contract may be renewed annually on expiration date of original contract. This renewal may be accomplished for up to three (3) times, provided the price schedule remains unchanged, or price decrease is set at a price acceptable to the vendor(s) and CCPS. Renewals will be for a two (2) year period, from July 1 to June 30. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds. Actions taken under this provision will be at the option of CCPS.
- c. The Purchasing Department will, if considering renewal, request a letter of intent to renew from the Contractor prior to the end of the current contract period. If needed, the contract will be extended ninety (90) days at the current pricing beyond the contract expiration date. Contractor will be notified when the recommendation has been acted upon by the Board.
- d. In the event the resulting agreement is terminated, not renewed, or naturally expires, the Contractor agrees that CCPS may provide written notice to the Contractor retaining the services on a month-to-month basis on the same terms and conditions set forth in the agreement. Such month-to-month services shall continue until CCPS has established a new agreement. In any event, these services will not be required to continue for a period of time exceeding six (6) months.

2.3 Qualifications of Bidder

- a. Only responsible Bidders, who normally have knowledge and experience of and are currently engaged in the operation of providing all types of HVAC parts, supplies, equipment and other miscellaneous HVAC materials, will be considered for award of this solicitation. Qualified bidders shall have adequate organization, facilities, personnel, inventory, and other resources necessary to ensure prompt, efficient and satisfactory service and supply to CCPS. Awarded Contractor(s) will be determined by previous experience and satisfactory performance of at least three (3) contracts or orders for similar materials and quantities within the last year, demonstrated by their references.
- b. The Bidder shall be in sound financial position, licensed and must be primarily engaged in HVAC supply business. Bidder shall also have been in business for the last two (2) consecutive years or more in the Southwest Florida area, under the same name, and be capable of meeting CCPS's quantity and delivery needs as specified.
- c. Bidder shall fully demonstrate its work history and **specific** qualifications in its submission.
- d. CCPS reserves the right, before awarding the contract, to require bidder(s) to submit further evidence of qualifications or any other information CCPS staff may deem necessary for further clarification or clarification of items submitted.

2.4 Inspection of Organization

- a. CCPS reserves the right before recommendation of an award to inspect the facilities and organization; or to take any other action necessary to determine the legitimacy of the bidder's submittal and its ability to perform all services under this solicitation at or above a satisfactory level. CCPS further reserves the right to reject bids where investigation and evaluation or other evidence submitted indicates an inability of the bidder to meet any requirements or to perform the services of this solicitation. The ability or inability to meet all requirements and service CCPS under this solicitation will be at the discretion of CCPS.
- b. The Contractor shall at all times during the contract remain responsive and responsible. The Contractor must be prepared, if requested by CCPS, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the contractor for the services under this solicitation. If CCPS determines that the conditions of the solicitation documents are not complied with, or that the services to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, CCPS may reject the response or terminate the contract.
- c. The Bidder may be disqualified from receiving awards if anyone in their employment has previously failed to perform satisfactorily in connection with public bidding or contracts.
- d. This section shall not mean or imply that it is obligatory upon CCPS to make an investigation either before or after award of the Contractor, but should it elect to do so, the Contractor is not relieved from fulfilling any and all contract requirements or documents.

2.5 References

- a. The Bidder must present a minimum of three (3) references for which they have provided similar painting services within the last year. All references must include the name of the organization, contact name, title, number, address, brief description of services provided (including scope and estimated sq. footage of service area), location, and date(s) of services (mm/yy to mm/yy).
- b. Although the Bidder(s) may have or is currently performing work for several CCPS sites, CCPS or any of its sites may only be used as one (1) reference.
- c. All references shall be for items/orders that are similar in nature, scope, and equivalent in size to that of the items listed under this solicitation.
- d. CCPS reserves the right to solicit reference letters from known prior or existing customers of the Bidder.
- e. Failure to submit references may result in the rejection of the bid.

2.6 Previous Experience with CCPS

The Bidder shall provide, on the bid sheet, a brief description of any and all previous experience with CCPS, if applicable. Details of description should include site(s) and any key CCPS personnel involved.

2.7 Organization Description

A description of the bidder's organization must be supplied in the appropriate area on the bid sheet. Description shall include, but be not limited to, a brief history of organization, description of services/commodities provided, locations, number of years in business, the number of employees currently employed, etc. Failure to supply the organization description may result in rejection of the bid.

2.8 Business Licenses

- a. The Bidder shall possess all applicable business licenses required to supply items under this solicitation.

- b. **Business Tax Receipt:** A copy of current and previous year's business licenses (2 total) from bidding vendor to operate and sell the requested materials/services within Collier County, Florida, **must be submitted with solicitation**. All licenses must have a minimum classification of: "HVAC/hardware material supplier", or similar category. Either a state or county occupational license or business tax receipt will be acceptable. All licenses shall have current name and address of bidder. If bidder has moved since the issuance of the license, it must document as such with a written explanation and submit it with the bid. Failure to supply a copy of business license(s) may be cause for rejection of the bid.
- c. Licenses must be valid/current at the time of submittal and shall be maintained throughout the duration of the contract and submitted to CCPS as necessary. Furthermore, the Contractor for the duration of the contract, shall comply with all federal, state, local rules, regulations, and licensing requirements necessary to perform the services and work required under this solicitation.
- d. The Bidder may submit copies of additional licensure as well as any other state licenses, certificates, or other licensure, which will further demonstrate its capabilities.

2.9 **Location & Staff**

- a. All bidders must have an office/branch, staffed by its employees, with adequate storage and warehouse facilities to maintain equipment, vehicles, and materials necessary for the work under this solicitation. Location shall be sufficient to meet the required response time listed herein. The bidder must indicate the servicing location on the bid sheet. The office shall be currently open and operational and shall have been open and operational for the previous consecutive two (2) years and be able to respond accordingly to solicitation requirements.
- b. All employees of the Contractor shall be mentally and physically competent to perform the services required.
- c. The Bidder shall maintain the required number of employees to perform services under this solicitation at this location. Bidder shall be aware that all employees shall be fingerprinted and badged per this solicitation and/or state regulations. NO EXCEPTIONS WILL BE MADE.
- d. Due to the schedule at hand and the time restraints to complete services; CCPS reserves the right to require a contractor to provide additional employees or add manpower to its current crew, in order to complete all services necessary, to perform at an acceptable level of service, maintain pace of scheduled services, or for any reasons necessary, under this solicitation. If the Contractor is unable to add additional manpower, then CCPS reserves the right to use alternate vendors to ensure all services are completed within the time frame necessary and/or terminate contract.

2.10 **Service Representative**

The bidder must provide information on its person(s) to be contacted for the placement of an order and the coordination of service or other assistance needed by CCPS.

2.11 **Additional Vendors**

CCPS reserves the right to add additional vendors to the contract at the renewal periods or at any point as necessary. Additional vendors shall complete and submit the necessary bid documents per the bid specifications. Any additional vendor must be approved by CCPS prior to being added as part of this contract. This action will be at the discretion of CCPS.

2.12 **Partial Bids**

Due to the need to have a ready and consistent service available, the awarded bidder(s) must make their pricing, for the items they bid, available to any and all CCPS sits.

Section 3 - Vendor Requirements

3.1 Vendor Performance

- a. Vendor(s) shall maintain an acceptable level of satisfactory supply and service throughout the duration of the contract. To ensure the security of this level of performance, CCPS reserves the right to withhold any monies owed to a vendor who is not supplying or performing satisfactorily, fails to provide specific items, or any reason deemed necessary by CCPS staff. Reasons for any withholdings will be provided to the vendor in writing along with an acceptable time frame the vendor has to fulfill any and all of the reasons to bring the level of service/supply back to satisfactory. If items are not corrected within the time frame allocated by the corresponding CCPS department or its designee, then the contract may be terminated. Furthermore, CCPS has the right to subtract any costs incurred to CCPS from the invoices or monies owed due to the unsatisfactory performance or supply of the vendor. The withholding of any monies and the subtraction of costs/fees incurred will be used at the discretion of CCPS. If no monies are owed to a vendor and performance levels are below satisfactory then termination of contract as outlined in this solicitation will apply.
- b. It shall be the responsibility of the vendor to be knowledgeable and familiarize itself with any and all applicable federal, state, county, and local laws, ordinances, rules and regulations that in any manner affect the supplies or services provided under this solicitation, which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- c. The Vendor shall perform or supply any and all services in accordance with any and all federal, state, county, and city statutes, laws or regulations. Any fines levied due to failure to comply with any requirement shall be the sole responsibility of the vendor. Lack of knowledge by the vendor will in no way be a cause for relief from responsibility.

3.2 Trial Period

- a. Awarded vendor(s) may be placed on a ninety (90) day trial period at the commencement of the contract. During and towards the end of the trial period, CCPS personnel will make the decision on whether to continue the contract or to remove vendor and award contract(s) to the next low, responsible bidder or place out for bid as necessary. The decision will be based on performance, workmanship, and the ability of the vendor to meet the servicing needs of CCPS.
- b. CCPS reserves the right to terminate contract or vendor(s) at any time during the trial period, for failure to perform, failure to service CCPS, or failure to meet any of the requirements of the solicitation. Any such termination will be made in writing and may be immediate.
- c. If no work is performed in the initial ninety (90) days of the contract, then trial period may be extended until an evaluation of the vendor(s) services can be completed. Extension and length of any such case will be at the discretion of CCPS.

3.3 Delivery

- a. Awarded vendor(s) will be required to deliver the majority of the materials and orders to the Maintenance Department, Collier County Public Schools, 5702 Cougar Lane, Naples, FL 34109. All deliveries, unless otherwise noted and explained with this solicitation, will be at no charge. The vendor will also allow pick up by authorized School District personnel*, if there is a store located within Collier County, Florida, when so desired by the Maintenance Department. CCPS also reserves the right to have items delivered directly to a school or project site located within Collier County, Florida. All deliveries, unless otherwise noted and explained with this solicitation, will be at no charge.

**Any/all District representative picking an item up shall have a valid purchase order number, P-Card and identification badge in which to charge the purchase against.*

- b. The delivery of routine requirements should be made within twenty-four (24) hours, unless otherwise determined and accepted in this solicitation or by the Maintenance Department at the time of order. The delivery of emergency requirements cannot exceed two (2) hours or must be available for immediate pick-up from local store located in Collier County, Florida. Failure to meet the delivery requirements will be cause for rejection of the bid and/or termination of the contract. Any deviation to the delivery schedule should be noted in full on the bid sheet.
- c. In the event successful vendor cannot meet the delivery requirements or the quantities, once an order has been placed, it must contact the CCPS ordering department, immediately, with an estimated delivery time that must be approved by said department. If estimated shipment time period is not acceptable, then CCPS has the right to use an alternate vendor to obtain the materials. Furthermore, the Maintenance/ordering department must approve any item that may lose its discounted price due to a special delivery request.
- d. All delivery times and locations will be specified by the Maintenance or ordering department at the time of or prior to the shipment of any order.
- e. All items shall be packaged and shipped in containers that are suitable for storage or shipment, and all prices shall include standard commercial packaging.
- f. The Vendor(s) shall be responsible for delivery of items in good condition at point destination. Vendor(s) shall file with any carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. CCPS will note, for the benefit of the vendor(s), when packages are not received in good condition and may reject any package that is damaged. In the event the material and/or services supplied to CCPS is found to be defective or does not conform to specifications, CCPS reserves the right to cancel the order upon written notice to the vendor and return the product to vendor at vendor's expense.
- g. Failure to deliver as described herein will be cause for termination of any orders and the ordering from alternate vendors. The vendor may be held accountable for any increase in price due to its inability to deliver, that CCPS incurs ordering with an alternate vendor.
- h. Continual non-compliance with delivery schedule or failure to keep ample supply will be cause for termination of the contract.

3.4 Acceptance

It is CCPS's responsibility to thoroughly inspect the product(s) prior to acceptance. Delivery of product(s) to a CCPS site however does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product(s) meets contract specifications and requirements listed in this document.

3.5 Right to Require Performance

The failure of CCPS, at any time, to require performance by the vendor of any provision herein shall in no way affect the right of CCPS thereafter to enforce same, nor shall waiver by CCPS of any breach of any provision herein be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

3.6 Background & Identification Badges

- a. Bidder shall adhere to all CCPS & state requirements pertaining to fingerprinting and badging. Bidder shall review and complete **Exhibit JLA** attached hereto and submit with its bid.

- b. Pursuant to School Board Policy 8475, all contractual personnel of Collier County Public Schools shall be subject to a criminal background check. This includes any and all sub-contractor employees. As deemed necessary by the CCPS Legal Department.
- c. **After award of bid, contractors' and sub-contractors' employees may need to be screened pursuant to CCPS policy 1121.01. The fee schedule and other important information pertaining to fingerprinting can be obtained on our website at <http://www.collierschools.com/hr> under the heading "Fingerprinting & ID Badges". Failure to comply will result in the immediate termination of the contract and removal from the bid list for a period of three (3) years.**
- d. Contractor employees are required to wear, **at all times on any site**, state-issued identification badges per CCPS policies and the Jessica Lunsford Act. Employees will not be allowed on any CCPS site without proper badges. Failure to meet this requirement will result in the immediate removal of any employee without a badge from any site. Continued non-compliance with this clause may result in the termination of contract(s). Please note that Contractor(s) must submit all COI's, licenses, etc. before badges can be issued.
- e. *****Contractor employees using badges from another, terminated, or a retired employee is strictly PROHIBITED and will be cause for immediate termination of the contract ***.**
- f. Please note fingerprinting and badging procedures are subject to change without notification. It will be the Contractor's responsibility to ensure they meet all state and CCPS requirements.

3.7 Insurance Requirements

- a. Certificate of Insurance
Certificates of Insurance (COI), as outlined herein, shall be furnished to CCPS upon receipt of approval of the award of the contract. Certificate of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to CCPS and shall name Collier County Public Schools as an additional insured as follows:

The District School Board of Collier County, FL
5775 Osceola Trail
Naples, Florida 34109.

All certificates shall list the solicitation # and title and be submitted the Purchasing Department via e-mail at Purchasing@collierschools.com. Failure to provide a COI shall be cause for termination of the contract.
- b. Duration of Insurance Policies
All insurance policies herein specified shall be in force for the term of the contract and contain a Rider that the insurance policies cannot be canceled without a thirty (30) day prior written notice to the parties insured.
- c. Insurance Policy Review
Insurance policies may be submitted for review to the School Board's attorney and/or the Purchasing Department. Said policies shall be in form and content satisfactory to the CCPS's said representatives. Said policies shall also name CCPS as an additional insured party where specified herein.
- d. Worker's Compensation
Contractor(s) must comply with FSS 440, Workers' Compensation, and Employees' Liability Insurance with minimum statutory limits. If a Bidder is exempt from worker's compensation, it will provide an exemption certificate upon request.
- e. Comprehensive General Liability
The successful Bidder shall procure and maintain, for the life of this contract/agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury products, and completed operations liability and property damage that could arise directly or indirectly

from the performance of this agreement. It must be an occurrence form policy. The minimum limits of coverage shall be \$1,000,000 per occurrence/\$2,000,000 aggregate.

f. *Business Automobile Liability*

The successful Bidder shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. The minimum limits of coverage shall be \$1,000,000 per occurrence, combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. The insurance must be an occurrence form policy.

3.8 Safety Data Sheets

- a. Supplies requested which are listed on the Florida Substance List (substances covered under Chapter 442, Florida Statutes) are required to have published Safety Data Sheets (SDS).
- b. Contractor(s) will be required to submit a copy of the SDS for any and all such substances to CCPS, prior to the start of contract.
- c. Contractor shall maintain a copy of all current SDS documentation and safety certifications at the Maintenance Department and at each project site at all times, as well as comply with all other site documentation requirements per applicable OSHA programs and this solicitation.
- d. All products must be recommended for the specific application by the manufacturer and approved by the EP and OSHA.
- e. Failure to provide or maintain SDS documentation will be cause for termination of contract.

Section 4 - Scope & Product(s) Description

4.1 Description

- a. CCPS intends to purchase A/C parts, equipment, supplies and materials under this solicitation, for use primarily by the Maintenance Department for repair, maintenance and up-keep of existing facilities at various sites located throughout CCPS. The need exists to have a proper source of supply that is responsive, readily available and able to meet CCPS requirements with minimum delay in acquisition and/or delivery. Since CCPS maintains minimal inventory, these items are procured on an “as required” or “emergency” basis only, and delays in acquisition are not acceptable. All potential bidders, who wish to be considered for any award(s) to supply these items to CCPS shall fulfill the requirements as listed herein.
- b. Yearly expenditures under this bid have been estimated at \$200,000.00. This figure is given strictly as an estimate for potential bidders and for bidding purposes only. A wide variance in actual expenditures can be expected due to “as necessary” or “emergency” procurement habits. Therefore, **no guarantee** is given or implied as the total quantity or dollar values of this bid. CCPS is not obligated to place any order with vendors participating in this bid. Contract awards will only guarantee a specific source of supply for the Maintenance Department, Schools and other CCPS Departments, and **will not** guarantee or obligate total dollar expenditure.
- c. It is the Vendor’s responsibility to be knowledgeable and familiar with and supply all items under this solicitation which comply with all current federal, state and local laws, codes, rules and regulations. All services will be in accordance with any and all governing requirements and shall conform to all laws, ordinances, codes, rules and regulations including state, local and federal. Services shall comply with all governing codes and regulations and shall meet or exceed the accepted standards of the industry. Failure to abide will be cause for termination of the contract.

NO STATEMENT WITHIN THIS DOCUMENT SHALL NEGATE COMPLIANCE WITH ANY APPLICABLE GOVERNING REGULATION.

- d. The Maintenance Department or its designee will be the judge of conditions and the performance of the Vendor(s).

4.2 Description of Sites

- a. CCPS currently has over fifty-eight (58) sites located throughout Collier County, Florida that may place orders services under this solicitation. A list of sites and addresses may be obtained at:

<http://www.collierschools.com/domain/80>

Please note that this list may not be all inclusive. All CCPS sites are located in Collier County, Florida, including the cities of Naples, Immokalee, Marco Island and Everglades City. The Contractor shall be able to perform services at any CCPS site.

- b. The specific sites listed herein may not be all-inclusive. CCPS reserves the right to add additional sites or delete sites as necessary for the duration of the contract. Pricing will be held for any additional site based upon the pricing given herein.
- c. The majority of orders under this solicitation will be placed by the Maintenance Department; however, the bidder shall note that any CCPS department or site may place orders for items under this solicitation. The prices submitted by bidders under this solicitation will be held for any CCPS site.

4.3 A/C Parts, Equipment & Supplies, Specifications

The categories listed below are generalizations of the A/C parts, equipment and supplies CCPS may require under this bid. They are by no means all inclusive, nor is it a guarantee CCPS will require all items listed. Items

are listed only to give bidders an idea of the type of merchandise vendors should carry in order to become a supplier to CCPS. Bidder shall list the products on the bid sheet, it warehouses and is able to supply to CCPS. Please note that bidders do not have to carry all the items listed below to be considered for participation in this bid.

- **Motors & Accessories** – bearings, shafts, belts, capacitors (run, start, dual), condenser fan motors, belt drive motors, refrigeration, air-conditioning, general-purpose motors, fan blades, hardware kits, pulleys, terminals, relays, fuses, meters, etc.
- **Ventilation** – fans, exhaust fans, bath, roof, furnace, and air filters, etc.
- **Controls** - pressure, oil, phase, temp, a/c and heat, water, air, dryers, compressors, contactors, hydronic, valves, and fittings, etc.
- **Equipment** – coils, handlers, boilers, dehumidifiers, detectors, evaporators, gauges, etc.
- **Installation Supplies** – access fittings & tools, adhesives, evaporative coolers, tape, insulation, copper tubing, duct board, flex duct, wire etc.
- **Compressors** – air conditioning, refrigeration, ice machines, etc.
- **Pumps** – sump, ice, utilities, oil, vacuum, acid, condensate, refrigerant recovery, etc.
- **Thermostats** – White-Rodgers, Honeywell
- **Refrigeration & HVAC Supplies** – access fittings, accustats, solenoid valves, receivers, refrigerants, air cleaners, air curtains, etc.

UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

4.4 **AC Parts, Supplies & Equipment Awards**

- a. Contract awards will be made to those bidder(s) who submit complete bid packages, offer the greatest variety of products, offer the largest discounts on MSRP, best serve CCPS and otherwise **comply with the specifications, terms and conditions of this solicitation**. Awarded bidder(s) will then be in a favorable position to compete for CCPS's business, and those vendors that offer the largest discounts, largest variety of inventory, and general purchasing convenience for the Maintenance Department, should obtain the largest volume of business.
- b. Due to the needs and requirements of the Maintenance Department, it will be necessary to award contracts to multiple responsible vendors. Therefore, the solicitation will most likely be awarded to primary and alternate vendors(s) to ensure a source of supply is readily available. The bidder(s), who meet all the requirements of this solicitation, and are considered the most responsible and responsive, will be considered primary vendors; the next responsible bidder(s) will be awarded as an alternate(s). The primary vendor(s) will be contacted first for all orders by CCPS. If the primary is not available or cannot supply the quantities or within the time frame per the Maintenance/ordering Department, then the alternate bidder(s) will be contacted and so forth. Determination of primary and alternate vendors will be at the discretion of CCPS.

4.5 **Pricing - Manufacturer's Suggested Retail Price (MSRP) Discounts**

All prices or discounts submitted under this solicitation shall be quoted FOB destination, include inside delivery to any CCPS site and shall be firm for the duration of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to CCPS during the course of the contract. If any additional charges are necessary, please list them as indicated on the bid sheet.

- a. CCPS utilizes several manufacturers, including, but not limited to: Beacon, Belimo, Browning, Carrier, Coleman Evcon, Eaton, Honeywell, ITT General, Johnson Controls, Lovejoy, Maska, Robertshaw, Square D, Tecumseh, Trane, White-Rogers, Sporlan, Trenton, EMI, and York. CCPS understands that each bidder could

potentially be a distributor for several manufacturers. Therefore, CCPS is requesting that bidder list in the appropriate area on the bid sheet any discount offered per manufacturer. A letter from each manufacturer stating that bidding company is indeed an authorized distributor for, may need to be submitted upon request after bid opening and prior to an award. Failure to submit the authorized distributor letter(s) may result in termination of contract.

- b. Bidder shall list its single fixed percentage discounts offered, to be calculated from the most current MSRP as listed on the bid sheet, for those manufacturer's it is able to supply to CCPS. Single-fixed percentage discount offered shall be firm for the duration of the contract. Items excluded from the discount shall be stated with the stated bid. Discount should not be predicated upon receiving a certain size minimum order. Discounts should be offered on the basis of order quantities of one (1) or more. Discounts cannot be a range or list of percentages. The discount must be one firm percentage per manufacturer/commodity, as listed on the bid sheet. A list of the most common manufacturers utilized by CCPS has been provided, however, bidder(s) should list all manufacturers that are not listed with corresponding discounts they are willing to offer.
- c. Awardee(s) may offer additional educational discounts at anytime during the course of the contract and invoice at a greater discount than their bid discount submitted herein.
- d. Bidder agrees to make any manufacturer's published list price available, upon request, to CCPS at any time after the bid has been opened and/or analyzed or during the course of the contract.
- e. CCPS reserves the right to request from bidder(s) separate manufacturer certification of all statements made under this solicitation. Bidder may submit manufacturer certifications with submittal if desired.

4.6 Pricing - Percentage Other Item Discounts

- a. During the course of the contract, CCPS may purchase other HVAC items, hardware, equipment, materials, etc. not listed per a specific manufacturer as listed herein, as necessary. CCPS is requesting each bidder to quote a single fixed percentage discount rate for any and all other items it is willing to offer in the appropriate area on the bid sheet. Single-fixed percentage discount offered shall be firm for the duration of the contract. Items excluded from the discount shall be stated with the stated bid. Discount should not be predicated upon receiving a certain size minimum order. Discounts should be offered on the basis of order quantities of one (1) or more. Discounts cannot be a range or list of percentages. The discount must be one firm percentage, as listed on the bid sheet. Any such discount may be from the retail/catalog/website pricing or MSRP as identified on this solicitation. Any exceptions to the discount should be listed on the bid sheet. A list of retail/catalog/website pricing shall be supplied to CCPS upon written request. If no discount is offered on additional items, either an NB or blank will be sufficient.
- b. Awardee(s) may offer additional educational discounts at anytime during the course of the contract and invoice at a greater discount than their bid discount submitted herein.
- c. Bidder agrees to make any manufacturer's published list price/website/catalog pricing available, upon request, to CCPS at any time after the bid has been opened and/or analyzed or during the course of the contract.

4.7 Quantities

Any quantities listed under this solicitation are estimates based on anticipated usage. They are subject to change (increase/decrease) in order to meet the needs of CCPS. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

4.8 Catalogs / Inventory List / Website

- a. Bidder shall indicate on the bid sheet the best method to view its inventory (i.e. website, printed catalog or other). If a current catalog is printed, bidder may submit with its bid. If no catalog is available, bidder shall indicate the best, current website or inventory list that is available. This information will assist CCPS in its award process to view the variety of items bidder is capable of handling and to gain an idea of its warehouse capabilities.
- b. CCPS may request at any time during the contract, for the vendor to supply a current website, inventory list, catalogs, etc. as necessary.

4.9 HVAC Parts, Equipment & Supplies Sample List

- a. The bid sheet reflects a sampling of HVAC parts, supplies and equipment that has relatively high usage with CCPS. This list is by no means all-inclusive and is provided strictly for bidding purposes and will assist in the award of the contract. The bid price sheet requires prospective bidders to provide pricing for the items it offers and the following information: manufacturer, manufacturer's list price, percent discount (from the Manufacturer's List Price), CCPS's price and if the item is currently in stock in Naples. Please put all information on the sheets provided.
- b. All prices shall be per the % discount offered on the MSRP and will be firm through December 31, 2027, unless otherwise noted in the appropriate area on the bid sheet. All prices quoted shall be FOB destination and shall include inside delivery to the Maintenance Department, Collier County Public Schools, 5702 Cougar Lane, Naples, Florida 34109.
- c. Partial bid pricing sheets are acceptable. For any item the bidder does not carry, a "NB" (no bid) will be sufficient. Any item left blank will be considered a no bid. Failure to complete the attached bid price sheet may result in rejection of the bid.
- d. If the item listed specifies a manufacturer, then that manufacturer is considered to be the standard of quality that is acceptable. Other manufacturers for those items will be considered, and bidders should list the manufacturer they are bidding if different from that listed and supply back-up documentation on item and/or manufacturer to demonstrate it meets or exceeds the manufacturer listed. If part numbers or manufacturers which are listed in this solicitation are no longer available, bidder shall update the part number/manufacturer with the most current and up-to-date model and shall indicate as such on the bid sheet.

4.10 Reconditioned Material

All items sold under this solicitation shall be NEW as specified herein. During the course of the contract, if a vendor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in CCPS's best interest, the vendor shall notify the ordering department prior to ordering any such items. The vendor shall notify the ordering department and inform it of the reasons and any benefits that may accrue to CCPS if it authorizes the use of reconditioned goods, materials, supplies, or components. If approved by CCPS, approval will be in writing from an authorized agent of CCPS.

Bid #25-135 HVAC Parts, Equipment & Supplies - BID SHEET

Please complete; failure to complete in full may be cause for rejection of bid.

Name of Bidder: _____

Bidder Checklist (please note this checklist may not be all-inclusive of items needed and is given for generic use only):

- | | |
|--|--|
| <input type="checkbox"/> Completed ITB Acknowledgement Form (p. 1) | <input type="checkbox"/> Exhibit D - Drug Free Workplace Certification |
| <input type="checkbox"/> Completed Addenda (if applicable) | <input type="checkbox"/> Exhibit E – Coercion for Labor & Services |
| <input type="checkbox"/> Current IRS Form W-9 | <input type="checkbox"/> Exhibit JLA – Jessica Lunsford Act |
| <input type="checkbox"/> Electronic Submittal of Bid | <input type="checkbox"/> Fully Completed Bid Sheet |
| <input type="checkbox"/> Exhibit A - Conflict of Interest Statement | <input type="checkbox"/> Business Licenses |
| <input type="checkbox"/> Exhibit B - Affidavit Concerning Illegal Aliens | <input type="checkbox"/> Purchases from this bid by other agencies statement |
| <input type="checkbox"/> Exhibit C - Debarment form | |

A. References (please use additional paper if necessary):

Reference #1

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Description of Services: _____

Location of Services: _____

Dates of Services (mm/yy to mm/yy): _____

Reference #2

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Description of Services: _____

Location of Services: _____

Dates of Services (mm/yy to mm/yy): _____

Reference #3

Name of Organization: _____

Contact Name/Title: _____

Phone Number: _____

Address: _____

City/State/Zip: _____

Description of Services: _____

Location of Services: _____

Dates of Services (mm/yy to mm/yy): _____

- B. Previous Experience with CCPS – Please list/state any previous experience with CCPS to include sites and CCPS contact personnel.**

- C. Organization Description - to include brief history of organization, number of years in business, experience in industry services and a brief description of services offered (may use additional paper if necessary).**

D. Location of Business Office/Warehouse that will be servicing this solicitation:

Address: _____

Telephone: _____

E-Mail: _____

of Employees at this site: _____

of years at this site: _____

E. Service Representative:

Contact Name: _____

Telephone (business hours): _____

Telephone (emergencies): _____

E-Mail Address: _____

F. HVAC Items - Please check all items bidder offers/warehouses and list others as necessary:

____ Motors & Accessories

____ Ventilation

____ Controls

____ HVAC Equipment

____ Installation Supplies

____ Compressors

____ Pumps

____ Thermostats

____ Refrigeration &
HVAC Supplies

Other (please list): _____

G. % Discounts - Please indicate the corresponding single rate % discount from MSRP and warranty information for each as applicable.

Manufacturer	% Discount from MSRP	Warranty	Manufacturer	% Discount from MSRP	Warranty
Armstrong	%		Maska	%	
Baldor	%		National Refrigeration & Air Conditioning (NRP)	%	
Beacon	%		Packard	%	
Beckett	%		Pentair	%	
Belimo	%		Perragon	%	
Bell & Gossett	%		Precision Aire	%	
Browning	%		Ranco	%	
Carrier	%		Robertshaw	%	
Century (AO Smith)	%		Scotsman	%	
Coleman Evcon	%		Sporland	%	
Copeland	%		Supco	%	
Costguard	%		Square D	%	
Daikin	%		Taco	%	
Danfoss	%		Tecumseh	%	
Eaton	%		Thermal Zone	%	
Everpure	%		Trane	%	
FASCO	%		Trenton	%	
Furnas	%		US Motors (Emerson)	%	
Goodyear	%		White Rogers	%	
Honeywell	%		York	%	
ITT General	%		Other:	%	
Johnson Controls (JCI)	%		Other:	%	
Kolpak	%		Other:	%	
Lovejoy	%		Other:	%	
Manitowoc	%		Other:	%	
Motors & Armatures, Inc. (MARS)	%		Other:	%	
Marathon	%		Other:	%	

Exceptions on any discount (use back of page if necessary): _____

H. **Percentage Flat Rate Discount (other items):** _____ % off of: _____
Retail, catalog, MSRP, etc.

Exceptions: _____

I. **Catalog Name(s), websites:** *Please list best methods for viewing inventory.*

- J. **Sample Items Price Listing** - Please provide manufacturer (if different than the one listed), manufacturer's list price, percent discount (from the Manufacturer's List Price), CCPS's price, and if the item is currently in stock in Naples.

Category 1: Compressor & Condensing Units

#	Item	Description	Item/Mfr #	Manufacturer ¹	MSRP	% Discount	CCPS Unit Price ²	Per	In Stock Y/N
1	Compressor, 4HP	4HP 53MBH R22 COMP 230/1PH	AGA5553EXN	TECUMSEH	\$	%	\$	EA	
2	Compressor, 2/3 HP	2/3HP R-404A SWT 115V	AST54C1ECAA901	COPELAND	\$	%	\$	EA	
3	Compressor, 4HP	4HP 208-230/1/60	OEMR53A	N.R.P.	\$	%	\$	EA	
4	Compressor, SCROLL 6HP	6 HP 208-230/3	ZF18K4ETF5931	COPELAND	\$	%	\$	EA	
5	Compressor, SCROLL 2¾HP	2¾ HP 32.6K R22 460/3	ZR32K5TFD800	COPELAND	\$	%	\$	EA	
6	Compressor, SCROLL 5HP	5 HP 61K 208-230/1 R-22	ZR61K3PFV930	COPELAND	\$	%	\$	EA	
7	Condensing Unit, 1HP	M/T 1HP R404A 208-230/3 PSC	TESA010M6HT3BB	TRENTON	\$	%	\$	EA	
8	Condensing Unit	¼HP R22 C/T 115V ECHM MOTOR	AEA9415EXA	TECUMSEH	\$	%	\$	EA	

Category 2: Controls

#	Item	Description	Item/Mfr #	Manufacturer ¹	MSRP	% Discount	District Unit Price ²	Per	In Stock Y/N
9	Defrost Switch	Defrost Termination Switch	550000447	KOLPAK	\$	%	\$	EA	
10	Defrost Timer	40 AMP SPDT	814520	PARAGON	\$	%	\$	EA	
11	Fan Delay Switch	Fan Delay Switch	550000463	KOLPAK	\$	%	\$	EA	
12	Low Pressure Control	Pressure Range: 10" to 100#, SPST	O101483	RANCO	\$	%	\$	EA	
13	Temperature Control	SPDT - 40 TO 220 24/120/208/240 NEMA	16E09101	WHITE ROGERS	\$	%	\$	EA	
14	Capacitor, Dual	80/7.5 MFD @ 370V ROUND DUAL	CD80/7	BEACON	\$	%	\$	EA	
15	Capacitor, Dual	45/5 MFD 440V	CD45/5X440R	BEACON	\$	%	\$	EA	
16	Contact, Definite Purpose	3P 30A 120 VAC IRP DP	DP330120	BEACON	\$	%	\$	EA	

#	Item	Description	Item/Mfr #	Manufacturer ¹	MSRP	% Discount	District Unit Price ²	Per	In Stock Y/N
17	Contactora, Definite Purpose	2P 40A 24V	C25BNB240T	EATON	\$	%	\$	EA	
18	Contactora, Definite Purpose	3P 60A 120V	C25FNF360A	EATON	\$	%	\$	EA	
19	Contactora, Definite Purpose	3P 60A 24V	C25FNF360T	EATON	\$	%	\$	EA	
20	Contactora, Definite Purpose	3P 75A 120V	C25FNF375A	EATON	\$	%	\$	EA	
21	Delay Timer	120V 6 TO 00 SECOND DELAY 15A	32383	MARS	\$	%	\$	EA	
22	Motor Start Kit	2-wire mechanical potential relay hard start, 3.5 - 5 HP	MPR1	SUPCO	\$	%	\$	EA	
23	Motor Start Kit	2-wire mechanical potential relay hard start, 1-3 HP	MPR5	SUPCO	\$	%	\$	EA	
24	Capacitor, Single Run	30 MFD 370V OVAL	CR30X370	BEACON	\$	%	\$	EA	
25	Temperature Control	SPDT -30/100F 240V	A19BBC2	JCI	\$	%	\$	EA	
26	Thermostatic Expansion Valve	3.5 - 4 TON R22 3/8" OD	067L5858	DANFOSS	\$	%	\$	EA	
27	Transformer	40VA 120/208/240/24V	4031F	BEACON	\$	%	\$	EA	

Category 3: Copper

#	Item	Description	Item/Mfr #	Manufacturer ¹	MSRP	% Discount	District Unit Price ²	Per	In Stock Y/N
28	Copper Line Set	¼' x ½" x 25', 14/4 cable	United Refrigeration #MSLS141214425-1/2		\$	%	\$	25 FT	
29	Copper Line Set	¼' x ½" x 50', 14/4 cable	United Refrigeration #MSLS141214450-1/2		\$	%	\$	50 FT	
30	ACR Rigid Tubing	3/8" OD			\$	%	\$	FT	
31	ACR Rigid Tubing	5/8" OD			\$	%	\$	FT	
32	ACR Rigid Tubing	7/8" OD			\$	%	\$	FT	
43	ACR Rigid Tubing	1-5/8 OD			\$	%	\$	FT	

#	Item	Description	Item/Mfr #	Manufacturer ¹	MSRP	% Discount	District Unit Price ²	Per	In Stock Y/N
34	Fitting, Elbow	3/8" 90° FxF ELL, short			\$	%	\$	EA	
35	Fitting, Elbow	3/8" LT 90° FxF ELL, long			\$	%	\$	EA	
36	Fitting, Tee	3/8" FxFxF ELL			\$	%	\$	EA	
37	Fitting, Elbow	5/8" 90° FxF ELL, short			\$	%	\$	EA	
38	Fitting, Elbow	5/8" LT 90° FxF ELL, long			\$	%	\$	EA	
39	Fitting, Tee	3/8" FxFxF ELL			\$	%	\$	EA	
40	Fitting, Elbow	7/8" 90° FxF ELL, short			\$	%	\$	EA	
41	Fitting, Elbow	7/8" LT 90° FxF ELL, long			\$	%	\$	EA	
42	Fitting, Tee	7/8" FxFxF ELL			\$	%	\$	EA	
43	Fitting, Elbow	1 1/8" 90° FxF ELL, short			\$	%	\$	EA	
44	Fitting, Elbow	1 1/8" LT 90° FxF ELL, long			\$	%	\$	EA	
45	Fitting, Tee	1 1/8" FxFxF ELL			\$	%	\$	EA	
46	Soft Tubing	3/8" X 30'			\$	%	\$	30FT	
47	Soft Tubing	3/8" X 50'			\$	%	\$	50FT	
48	Soft Tubing	3/8" X 100'			\$	%	\$	100FT	
49	Soft Tubing	5/8" X 30'			\$	%	\$	30FT	
50	Soft Tubing	5/8" X 50'			\$	%	\$	50FT	
51	Soft Tubing	5/8" X 100'			\$	%	\$	100FT	
52	Soft Tubing	7/8 X 30' OD			\$	%	\$	30FT	
53	Soft Tubing	7/8 X 50' OD			\$	%	\$	50FT	
54	Soft Tubing	7/8 X 100' OD			\$	%	\$	100FT	

#	Item	Description	Item/Mfr #	Manufacturer ¹	MSRP	% Discount	District Unit Price ²	Per	In Stock Y/N
55	Soft Tubing	1 1/8 X 30' OD			\$	%	\$	30FT	
56	Soft Tubing	1 1/8 X 50' OD			\$	%	\$	50FT	
57	Soft Tubing	1 1/8 X 100' OD			\$	%	\$	100FT	

Category 4: Ice Machine Items

#	Item	Description	Item/Mfr #	Manufacturer ¹	MSRP	% Discount	District Unit Price ²	Per	In Stock Y/N
58	Inlet Valve Kit	Service Kit Water Inlet Valve	7966	MANITOWOC	\$	%	\$	EA	
59	Pump	115/230V 1/30 HP	BRPAP1	BECKETT	\$	%	\$	EA	
60	Dump Valve	208-220V dump valve	1768	MANITOWOC	\$	%	\$	EA	
61	Purge Valve	Purge valve	11051401	SCOTSMAN	\$	%	\$	EA	
62	Sanitizer - Ice Machine	IMS-II 1PT (16oz)	421134	NU-CALGON	\$	%	\$	16oz	
63	Water Filter - Ice Machine	Single System, I-2000(2), 1.67 GPM	932401	EVERPURE	\$	%	\$	EA	
64	Water Pump	Scotsman water Pump	12258221	SCOTSMAN	\$	%	\$	EA	
65	Water Pump	Scotsman Water Pump	12258621	SCOTSMAN	\$	%	\$	EA	
66	Water Valve	Water inlet solenoid, valve	12292202	SCOTSMAN	\$	%	\$	EA	

Category 5: HVAC Equipment Items

#	Item	Description	Item/Mfr #	Manufacturer ¹	MSRP	% Discount	District Unit Price ²	Per	In Stock Y/N
67	Mini Split Condenser	18,000 BTU 208/230V 18 SEER	RKN18KEVJU	DAIKIN	\$	%	\$	EA	
68	Mini Split condenser	12MBTU AC 14S R410A 115V	MSM12A43YCA	THERMAL ZONE	\$	%	\$	EA	
69	Mini Split Evaporator	12MBTU AC 14S R410A 115V	MSM12A43YEA	THERMAL ZONE	\$	%	\$	EA	
70	Mini Split Wall Indoor Unit	18 SEER 1.5 T 208/230/1 WALL	FTXN18KVJU	DAIKIN	\$	%	\$	EA	

Category 6: Motors

#	Item	Description	Item/Mfr #	Manufacturer ¹	MSRP	% Discount	District Unit Price ²	Per	In Stock Y/N
71	Motor (Refrigeration)	16-WATT 115V CW-OSE 1550RPM 16W 4P	NRP5811	N.R.P.	\$	%	\$	EA	
72	Motor (General Purpose)	3HP 182T 230/460V 3PH ODP 4P	E217V1	CENTURY (AO SMITH)	\$	%	\$	EA	
73	Motor (General Purpose)	5HP 1800RPM 184RT 230/460V 3PH	E219	CENTURY (AO SMITH)	\$	%	\$	EA	
74	Motor (General Purpose)	7.5HP 1800RM 213T 230/460V ODP 3PH 4P	E317	CENTURY (AO SMITH)	\$	%	\$	EA	
75	Motor (ECM)	ECM 38WATT 208/230/1 1550 RPM CCW-OSE 38W	10042	PACKARD	\$	%	\$	EA	
76	Motor (General Purpose)	3HP 1800RPM 230/460V 4P 3PH ODP 56HZ 145T MTR	H855	CENTURY (AO SMITH)	\$	%	\$	EA	

Category 7: Gases & Oils

#	Item	Description	Item/Mfr #	Manufacturer ¹	MSRP	% Discount	District Unit Price ²	Per	In Stock Y/N
77	Nitrogen Gas Exchange	60 Cu/Ft	60N		\$	%	\$	EA	
78	Acetylene Gas Exchange	10 Cu/Ft	MC		\$	%	\$	EA	
79	Vacuum Pump Oil	1 Qt	VPO1Q	NATIONAL LUBRICANTS	\$	%	\$	Qt	

Category 8: Additional Pumps

#	Item	Description	Item/Mfr #	Manufacturer ¹	MSRP	% Discount	District Unit Price ²	Per	In Stock Y/N
80	Condensate Pump	85 GPH 115V 2QT TANK	CB151UL	BECKETT	\$	%	\$	EA	
81	Condensate Pump	105 GPH 115V	CB201UL	BECKETT	\$	%	\$	EA	

Category 9: Refrigerants & Accessories

#	Item	Description	Item/Mfr #	Manufacturer ¹	MSRP	% Discount	District Unit Price ²	Per	In Stock Y/N
82	Refrigerant - R134A	R134A 125LB cylinder	125R134A	NRI	\$	%	\$	EA	

#	Item	Description	Item/Mfr #	Manufacturer ¹	MSRP	% Discount	District Unit Price ²	Per	In Stock Y/N ³
83	Refrigerant - R22	30 LB cylinder	30R22	NRI	\$	%	\$	EA	
84	Refrigerant - R22	125 LB cylinder	125R22	NRI	\$	%	\$	EA	
85	Refrigerant - R-404A	24 LB cylinder FX70/HP62	24R404A	NRI	\$	%	\$	EA	
86	Refrigerant - R-410A	25 LB cylinder	25R410A	NRI	\$	%	\$	EA	
87	Refrigerant - R-134A	30 LB cylinder	30R134A	NRI	\$	%	\$	EA	
88	Charging Scale	220 LB	WEYTEK220	INFICON (WEYTEK)	\$	%	\$	EA	
89	Drier Core	Charcoal, wax removal, acid drier core, 4 ¾" shell, 48Cu. in.	RC4864HH	SPORLAN	\$	%	\$	EA	
90	Drier Core	Filter Element, suction line, 4 ¾" shell, 48 cu. in.	RPE48BD	SPORLAN	\$	%	\$	EA	
91	Drier	¼" OD, Standard	CO52S	SPORLAN	\$	%	\$	EA	

Category 10: Miscellaneous Items

#	Item	Description	Item/Mfr #	Manufacturer ¹	MSRP	% Discount	District Unit Price ²	Per	In Stock Y/N ³
92	Coil Cleaner	1 GAL NU-BRITE CONDENSER COIL CLEANER	429108	NU-CALGON	\$	%	\$	GAL	
93	Brazing Alloy Rods	.05X1/8", 15% silver, 1lb tube	H61035	JW HARRIS	\$	%	\$	1lb Tube	
94	Expansion Valve	RXV, w/R134A, 2x4ODF	EFJE-1/8C	SPORLAN	\$	%	\$	EA	
95	Expansion Valve	1 TON R404A 110368	EFSE1C	SPORLAN	\$	%	\$	EA	
96	Water Filter Cartridge	EC210, 20", 10 MICRON	953420	COSTGUARD	\$	%	\$	EA	
97	Water Filter Cartridge	I-2000, ½ MICRON	961227	COSTGUARD	\$	%	\$	EA	
98	Water Filter Cartridge	CG5-10S, 5 MICRON, SCALE	910817	COSTGUARD	\$	%	\$	EA	
99	Water Filter Cartridge	EC110, Pre-filter, 10", 10 MICRON	953440	COSTGUARD	\$	%	\$	EA	

Exhibit A - Conflict of Interest Statement

The Bidder shall complete **Exhibit A – “Conflict of Interest Statement”** attached hereto and submit with bid.

I hereby certify that:

I, _____, am the _____
(Printed name) (Title)

and the duly authorized representative of the firm of _____
(Name of Firm)

whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I do hereby disclose:

- I. The name(s) of any company owner, officer, director, employee, or agent who is an employee of Collier County Public Schools¹ and/or is an employee of Collier County Public Schools¹ and owns, directly or indirectly, an interest of five percent (5%) or more of the bidding company.

AND/OR

- II. The name of any company owner, officer, director, employee, or agent who has a spouse or child that is an employee of Collier County Public Schools¹.

AND/OR

- III. Any other company owner, officer, director, employee, or agent, not listed above, of the firm who has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project.

1 – Please include the Collier County Public School department/site when listing a CCPS employee.

The above information is true and correct to the best of my knowledge.

Signature

Date

Printed Name

Organization Name

State of: _____

County of: _____

Subscribed and sworn to before me this _____ **day of** _____, **in the year** _____

by _____ **who is personally known to me or has produced** _____ **as identification.**

 NOTARY PUBLIC, signature

 PRINTED NAME

Commission#: _____

Commission expires: _____

(Seal)

Exhibit B - Affidavit Concerning Illegal Aliens

The undersigned deposes and states that _____ complies with the provisions of
(Organization Name)
 Section 274A of the Immigration and Nationality Act; that _____ substantiates
(Organization Name)
 that all employees providing services or involved in any way on projects funded directly by or assisted in whole or part by state & grant funds or federal stimulus dollars can legally work in the United States and complies with the provisions of federal and state laws and will maintain such throughout the life of this contract. Any misrepresentation 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 monetary penalties up to five percent (5%) of the contract price, per violation, and immediate termination of the contract for all awarded sites.

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

State of: _____

County of: _____

Subscribed and sworn to before me this _____ **day of** _____, **in the year** _____

by _____ **who is personally known to me or has produced** _____

as identification.

 NOTARY PUBLIC, signature

 PRINTED NAME

Commission#: _____

Commission expires: _____

(Seal)

Exhibit C - Debarment Form**CERTIFICATION REGARDING, DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing either:

- a. Executive Order 12549, Debarment and Suspension, 34 C.F.R. Part 85, Section 85.510, Participants responsibilities, and/or
- b. Executive Order 12549, Debarment and Suspension, 7 C.F.R. Part 3017, Section 3017.510, Participants responsibilities.

The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160 - 19211).

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *******

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name: _____ **Email:** _____

Names & Titles of Authorized Representative(s):

Signature

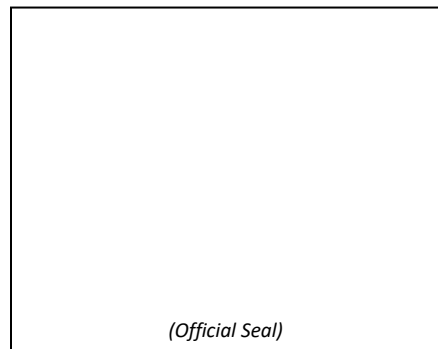
Printed Name & Title

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, in the year _____

By _____ (name & title of position) who is personally known to me or has produced _____ (type of identification) as identification.



NOTARY PUBLIC, signature

PRINTED NAME

My Commission Expires: _____

Commission #: _____

Exhibit C - Debarment Form Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this Exhibit without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Exhibit D - Drug Free Workplace Certification

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above drug-free workplace requirements.

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

Exhibit E – Coercion for Labor & Services

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR & SERVICES

Respondent Vendor Name:		FEIN #:	
Street Address	City:	State:	Zip:
Phone:	Email:		
Authorized Representative Printed Name:	Title:		

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The School District and School Board of Collier County, Florida is a governmental entity for purposes of this statute. As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true:

By: _____ (Signature) _____ (Date)

The foregoing instrument was acknowledged before me this _____ day of _____, in the year _____

By _____ (name & title of position) who is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, signature

PRINTED NAME

My Commission Expires: _____

Commission #: _____

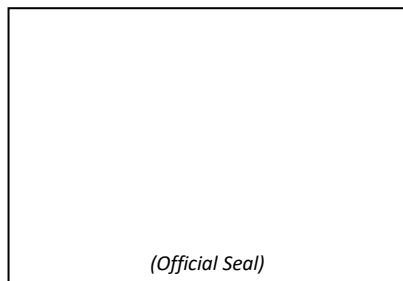


Exhibit JLA - Jessica Lunsford Act Statement / Vendor & Contractor Responsibilities

Each Vendor and Contractor of Collier County Public Schools shall comply with the following *after* they have received notification of their award, however, this statement must be completed and returned with ITB. Please note that procedures and policies may change without notification.

1. All personnel will be required to obtain badges through the State of Florida. Badging assistance may be provided by the CCPS Human Resources (HR) Department.
2. Badges will only be issued to vendors with contracts, purchase orders or direct permission from an authorized CCPS Department. All vendors requesting badges must submit all insurances, proof of contract etc. to the Legal Department prior to the issuance of any badge.
3. Provide HR with a list of individuals that will be assigned to this contract, along with their home address, phone number, date of birth and driver's license number (forms are available through the HR Department).
4. There is a fingerprinting and State badge fee**, which can be viewed at the link below. This badge must be worn in plain sight when vendor/contractor employees are on school grounds.
5. Contractor with current issued State badges, commencing work with CCPS, shall complete necessary paperwork and submit to CCPS Human Resource Department.
6. Vendor shall notify CCPS when any individual has left their company or been terminated.
7. Use of an individual's badge by another individual is a terminable offense. All individuals MUST be properly badged.
8. It will be the responsibility of the contractor to ensure they meet any and all badging requirements.

***Please note fingerprinting and badging procedures are subject to change without notification.** It will be the Contractor's responsibility for any modification or change to any of the fingerprinting or badging requirements and to ensure they meet all state and CCPS requirements. Vendors can do this by monitoring the CCPS's website, <http://www.collierschools.com/hr> for updates and changes in procedure.

I acknowledge that I've read, understand, and will comply with the Vendor/Contractor Responsibilities as listed above.

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

**All pricing subject to change without notification.

Purchases from this Bid by Other Agencies - Statement

Collier County Public Schools is a member of the S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry, and Lee Counties. CCPS is also a member of the Bay Area Schools Purchasing Consortium (BASPC); other members include the school boards of Brevard, Charlotte, Hernando, Hillsborough, Lake, Lee, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, Seminole; and additional Florida school boards may join the Consortium. Indicate here if these entities may also purchase from this bid pursuant to the same terms and conditions:

YES _____ NO _____

Indicate here if other governmental entities throughout the State of Florida may purchase from this bid pursuant to the same terms and conditions:

YES _____ NO _____

List any exceptions here: _____

Signature

Date

Printed Name

Organization Name

Title

Address, City & State

Protest Policy

6320 - PURCHASING

Solicitation Protest

- A. A bidder/proposer who wishes to file a protest must file such notice and follow procedures prescribed by F.S. 120.57(3), for resolution. The notice shall be filed with the Purchasing Department.
- B. Any person who files an action protesting a decision or intended decision pertaining to a solicitation or notice of intended decision pursuant to F.S. 120.57(3) (b), shall post at the time of filing the formal written protest, a bond, pursuant to F.S. 255.0516, payable to the Board amounting to:
 1. \$25,000.00, or two percent (2%) of the lowest accepted bid, whichever is greater, for projects valued over \$500,000; and
 2. five percent (5%) of the lowest accepted bid for all other projects.

The bond shall be conditioned upon payment of all costs and fees, which may be adjudged against the protestor in the administrative hearing. If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor. If the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.

- C. Failure to file a protest within the time prescribed in section F.S. 120.57(3) or failure to post the bond or other security required within the time allowed shall constitute a waiver of proceedings under F.S. Chapter 120.

Cone of Silence Policy

6324 – CONE OF SILENCE DURING COMPETITIVE SELECTION PROCESS

A cone of silence is hereby established for all competitive selection processes including Invitation to Bids (ITB), Request for Proposals (RFP), Request for Qualifications (RFQu), Request for Quotes (RFQ), and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

The cone of silence prohibits any communication regarding a particular ITB, RFP, RFQu, RFQ, or ITN between:

- A. a potential vendor, service provider, bidder, lobbyist, consultant or any employee of one of these entities and the staff of the District, including school principals; and/or
- B. a potential vendor, service provider, bidder, lobbyist, consultant or any employee of one of these entities and anyone (1) or more of the School Board members or member-elects.

The cone of silence prohibits a potential vendor, service provider, bidder, lobbyist, or consultant from actively soliciting the community to lobby on their behalf with staff of the District, or any one (1) or more of the Board members or member-elects.

Unless specifically provided otherwise in the applicable ITB, RFP, RFQu, RFQ, or ITN the cone of silence does not apply to the following:

- A. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's Purchasing Department.
- B. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's Facilities Department, when said communication pertains to competitive acquisitions administered by that department (e.g., Architect/Engineer (A/E) selection, capital projects).
- C. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's staff attorney or Board attorney.
- D. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by either the Purchasing Department or the Facilities Department, prior to issuance of a written recommendation of contract award.

The cone of silence commences after the posting of the procurement solicitation. Procurement solicitations are posted on the Purchasing Department's website, a third-party solicitation procurement site, or local government public notices website.

The cone of silence terminates at the time the Board acts on a written recommendation from the Purchasing Department or Facilities Department regarding contract award; provided, however, that communications are permitted when the Board receives public comment at the meeting when the recommendation is presented, for projects that meet the Board threshold dollar amount per Policy 6320. For all other contract awards, the cone of silence terminates upon the award by the Purchasing Department.

The Purchasing Department and Facilities Department shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, bidder, lobbyist, or consultant may communicate with District personnel.

Any person, whether employed by the District or not, who knowingly violates a provision of this policy shall be prohibited from serving on a District competitive selection committee.

Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.

In addition to any other penalty provided by law, violation of this policy by a District employee may subject said employee to disciplinary action up to and including dismissal from service.

Revised 3/5/19

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END OF ITB

Agenda Item Title: Cooperative purchasing agreement for use of Mid-South Bus Center (Bus Parts)

Board Meeting Date: March 10, 2026

Department: Operations

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Murfreesboro City Schools is seeking to piggyback on the Metropolitan Nashville Public Schools contract with Mid-South Bus Center, Inc. for proprietary parts and repair services for school buses pursuant to T.C.A. § 12-3-1203. Metro Contract No. 6496335 provides OEM parts and repair services under established pricing and terms. Year-to-date, MCS has expended \$44,497.17 with Mid-South Bus Center for bus repairs and maintenance. This cooperative purchasing agreement will allow MCS to continue utilizing Mid-South Bus Center for necessary spare parts and related services.

Staff Recommendation

Approval of the cooperative purchasing agreement with Mid-South Bus Center, Inc. to allow continued purchase of bus parts and related services.

Fiscal Impact

Year-to-date expenditures total \$44,497.17 from the Transportation budget. Future purchases will be made on an as-needed basis within approved budget allocations.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



2552 South Church Street
Murfreeboro, TN 37127-6342
Phone: 615-893-2313
Fax: 615-893-2352
cityschools.net

MURFREESBORO CITY SCHOOLS
AND
MID SOUTH BUS CENTER INC.
ACKNOWLEDGMENT OF COOPERATIVE PURCHASING AGREEMENT

Murfreeboro City Schools is a local education agency pursuant to Tennessee Code Annotated § 49-1-103(2). Murfreeboro City Schools elects to piggyback on or cooperatively purchase from Contract Number 7622781 between Metropolitan Nashville Public Schools and Mid South Bus Center Inc., pursuant to Tennessee Code Annotated § 12-3-1203.

Murfreeboro City Schools agrees to purchase materials and services directly from Mid South Bus Center Inc. under the pricing and terms of Contract Number 7622781. In the event that any quote or proposal from Mid South Bus Center Inc. to Murfreeboro City Schools contains terms that differ from those in Contract Number 7622781, the terms of Contract Number 7622781 shall govern. Murfreeboro City Schools agrees to be financially and legally responsible for all goods and services purchased under this cooperative purchasing arrangement.

MURFREESBORO CITY SCHOOLS

Dr. Bobby N. Duke, III
Director of Schools

Date

Approved as to Form: _____
Lauren Bush, Assistant City Attorney

By signature below, Mid South Bus Center Inc. acknowledges that Murfreeboro City Schools is electing to cooperatively purchase from Contract Number 7622781 between Metropolitan Nashville Public Schools and Mid South Bus Center Inc. Mid South Bus Center Inc. understands that Murfreeboro City Schools will purchase materials and services under the pricing and terms of Contract Number 7622781. In the event that any quote or proposal provided to Murfreeboro City Schools contains terms that differ from those in Contract Number 7622781, the terms of Contract Number 7622781 shall govern. Mid South Bus Center Inc. agrees to notify Murfreeboro City Schools of any substantive or legal changes to the referenced contract, including termination of the agreement by either party.

Mid South Bus Center Inc.

Authorized Agent

Date

Print Name: _____

Title: _____



BOARD OF EDUCATION CONTRACT

FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION

TO: Jenneen Reed, Finance Director
Metropolitan Department of Finance

Contract Number: 7622781 Contractor: Mid South Bus Center Inc.

Sourcing Method: RFP 396493

Start Date: 9/24/2025 End Date: 9/23/2027

Address: 3512 Bill Smith Drive

City: Murfreesboro

State: TN

Zip: 37129

Supplier Number: 99

Supplier Email: sbenfield@thebuscenter.com

PURPOSE OF CONTRACT:

For the provision of Exceptional Education Buses: one (1) Thomas gasoline-powered lift bus (Type D) and seventeen (17) Thomas diesel-powered lift buses (Type D). Each bus will include two (2) dedicated wheelchair stations and seating for twenty-four (24) ambulatory passengers, with integrated child seats.

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes**

Board Approval Date: **9/23/2025**

Is this an Intergovernmental Contract? **No**

GRANT SUMMARY (IF APPLICABLE):

Grant Name:

Amount expected to receive:

Business unit to which it will be deposited:

Are matching funds required? **No**

If yes, amount of obligation:

If yes, specify fund that is being obligated:

CONTRACT FINANCIAL SUMMARY:

Amount obligated for current fiscal year is: \$3,205,584.00

The not to exceed contract value is: \$3,205,584.00

BUDGET INFORMATION:

Account number: 80413025.507480.BUSES.0.0.45025.080.0.0.0 Fund number: 45025

VH GJM

MNPS Contact Person: Ronald Garner

Email Address: Ronald.Garner@mnps.org

Contract Agent: Allyson Resha

Email Address: Allyson.Resha@mnps.org

**CONTRACT BETWEEN THE
METROPOLITAN NASHVILLE PUBLIC SCHOOLS AND
MID SOUTH BUS CENTER INC.
FOR THE PURCHASE OF GOODS AND/OR SERVICES**

1.1. Heading

This contract (Contract) is entered into by and between The Metropolitan Nashville Public Schools (MNPS) and Mid South Bus Center Inc. (Contractor), 3512 Bill Smith Drive, Murfreesboro, TN 37129. This Contract consists of the following documents:

- Any properly executed amendment to this Contract, (most recent with first priority),
- This document, including Exhibits,
 - .1. Exhibit A- Pricing Information
- The solicitation documentation for RFQ# 396493 and affidavit(s) (all made part of this contract by reference),
- Purchase Orders (and PO changes),
- Contractor's response to the solicitation.

In the event of conflicting provisions, all documents shall be prioritized in the order listed above.

1.2. Duties and Responsibilities of Goods and/or Services Contractor

Contractor agrees to provide and MNPS agrees to purchase the following goods and/or services:

For the provision of Exceptional Education Buses: one (1) Thomas gasoline-powered lift bus (Type D) and seventeen (17) Thomas diesel-powered lift buses (Type D). Each bus will include two (2) dedicated wheelchair stations and seating for twenty-four (24) ambulatory passengers, with integrated child seats.

Goods and/or services defined in this Contract will be requested by Purchase Order and supplied on an as needed basis only.

Nothing in this Contract shall be construed as a minimum guarantee of goods and/or services to be ordered from Contractor.

1.3. Contractor Qualifications

Contractor represents that it has in effect all licenses, permissions, certifications, and otherwise all legal qualifications to perform under this Contract.

1.4. Delivery and Installation

All deliveries shall be made pursuant to a written Purchase Order issued by Metropolitan Nashville Public Schools

MNPS assumes no liability for any goods or services delivered without a Purchase Order.

All deliveries provided in the performance of this Contract are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, to the site and during the times defined by MNPS.

If installation is required, it shall be completed by the date specified on the Purchase Order unless otherwise stated in the Contract.

2. CONTRACT TERM

2.1. Term

The Contract Term will begin on September 24, 2025 and end on September 23, 2027.

This Contract may be extended by written Amendment executed by all parties and their signatories hereto.

However, in no event shall the term of this Contract exceed sixty (60) months without approval of Procurement, Administration, Legal, and the Metropolitan Nashville Public Schools Board.

3. COMPENSATION

3.1. Payment Methodology and Total Compensation Amount

MNPS will compensate Contractor in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, Contractor shall be paid for delivered/performed products and/or services properly authorized by MNPS in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by MNPS.

There will be no other charges or fees for the performance of this Contract.

Total compensation to be paid to Contractor under this Contract is not to exceed \$3,205,584.

3.2. Escalation/De-escalation

If this contract allows for annual escalation or de-escalation adjustments, such adjustments must comply with the terms outlined in Exhibit A. Requests for annual price adjustments must be submitted to the Director of Procurement at least ninety (90) days prior to the contract's annual renewal date. If approved, the adjustment will take effect on the anniversary of the Contract Term.

3.3. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

3.4. Invoicing

3.4.1. The Contractor shall submit all invoices no later than ninety (90) days after the delivery or performance of goods and/or services.

3.4.2. Invoices may be submitted via email to: AccountsPayable@mnps.org.

- 3.4.3. MNPS will issue payment within thirty (30) days after receipt of both (a) the goods and/or services and (b) a properly submitted invoice. A properly submitted invoice must include, at a minimum, the following information:
 - 3.4.3.1. The MNPS purchase order number,
 - 3.4.3.2. Only one (1) MNPS purchase order number per invoice,
 - 3.4.3.3. Pricing and quantities that do not exceed the amounts listed on the MNPS purchase order,
 - 3.4.3.4. Invoice number and date,
 - 3.4.3.5. Item description, quantity received, unit price, extended price (matching the purchase order), and
 - 3.4.3.6. Remittance address.
- 3.4.4. Invoices that are incomplete, incorrect, or do not meet the above requirements will be rejected. A corrected invoice must be submitted in order for payment to be processed.
- 3.4.5. MNPS will make reasonable efforts to process payments within thirty (30) days of receiving a correct invoice, but in any event, payment shall be made no later than sixty (60) days after receipt.
- 3.4.6. Payment of an invoice by MNPS does not waive its right to revoke acceptance of non-conforming goods or services, particularly in cases where non-conformance was not immediately apparent. MNPS may revoke acceptance within a reasonable time after discovering the non-conformity and before any substantial change in the condition of the goods or services caused by MNPS.

3.5. Travel Expenses

If applicable, Contractor shall adhere to MNPS travel procedure 2.804.1p for travel related expenses incurred during the performance of the contracted services. Contractor shall be reimbursed for actual out-of-pocket travel expenses that are authorized within the limits of the MNPS travel procedure 2.804.1p.

3.6. Subcontractor/Subconsultant Payments

When payment is received from MNPS, Contractor shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts due for work covered by such payment. In the event MNPS becomes informed that Contractor has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, MNPS shall have the right, but not the duty, to issue future checks and payments to Contractor of amounts otherwise due hereunder naming Contractor and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by MNPS, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit MNPS to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

4. INSURANCE REQUIREMENTS

4.1. General Insurance Requirements

During the term of this Contract, for any and all awards, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below.

Proof of insurance shall be required naming the METROPOLITAN NASHVILLE PUBLIC SCHOOLS, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204 as additional insured on the general liability policy and identifying either the project name, Purchase Order, or Contract number on the ACORD document.

A certificate of insurance, in a form satisfactory to MNPS, evidencing said coverage shall be provided to MNPS prior to commencement of performance of this Contract. Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.

Contractor shall also assure that any subcontractors of Contractor who perform work under this Contract maintain the insurance coverages and limits as are required of Contractor.

MNPS is part of a metropolitan form of government as set out under the Governmental Tort Liability Act in T.C.A.; 29-20-101, et seq., and as such has its liability limits defined by law. MNPS carries no insurance and is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by the statute.

4.2. Commercial Liability Insurance

Commercial General Liability Insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to MNPS. There shall be no endorsement or modification to make insurance excess over other available insurance.

4.3. General Liability Insurance

General Liability Insurance in the amount of one million (\$1,000,000.00) dollars.

4.4. Automobile Liability Insurance

Automobile Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if Contractor will be coming on-site or making deliveries)

4.5. Worker's Compensation Insurance

If applicable, Contractor shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

5. NOTICES

The terms of this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees.

Except for the Contractor's right to receive payment under this Contract, neither the Contract nor any of the Contractor's rights or obligations may be assigned or transferred, in whole or in part, without

prior written consent from MNPS. Any assignment or transfer shall not relieve the Contractor of its obligations under this Contract.

Notice of any assignment of payment rights must be submitted to **Procurement@mnps.org** (preferred) or mailed to:

MNPS Procurement Department
2601 Bransford Avenue
Nashville, TN 37204

Requests for funds assignment must include full contact details (contact name, organization, address, phone number, and email) for follow-up communication. MNPS reserves the right, to the extent permitted by law, to approve or deny any such request at its sole discretion.

5.1. All other notices to MNPS shall be mailed or hand delivered to:

Department: Procurement
Attention: Director of Procurement
Address: 2601 Bransford Avenue, Nashville, TN 37204
Phone: (615) 259-8400
E-mail: procurement@mnps.org

5.2. Notices to Contractor shall be sent to:

Contractor: Mid-South Bus Center, Inc.
Attention: Steven W. Benefield
Address: 3512 Bill Smith Drive, Murfreesboro, TN 37129
Phone: 615-890-6368
E-mail: sbenefield@thebuscenter.com

5.3. Agent of the Contractor

Contractor hereby designates the following individual or entity as its authorized agent for service of process and agrees to waive any objection to such service if process is delivered to this designated agent:

Designated Agent: Mid-South Bus Center, Inc.
Attention: Steven W. Benefield

Address: 3512 Bill Smith Drive, Murfreesboro, TN 37129
Phone: 615-890-6368
Email: sbenefield@thebuscenter.com

6. TERMINATION

6.1. Termination for Breach

Should either party fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the other party shall have the right to immediately terminate the Contract if the breaching party has not cured the breach to the satisfaction of the other party within thirty (30) days of written notification of the breach. It shall also be considered a breach of this Contract if a party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to that party and is not dismissed within thirty (30) days.

6.2. Termination for Convenience

MNPS may terminate this Contract at any time upon thirty (30) days written notice to Contractor. Contractor shall be paid in full for all authorized expenditures and goods or services satisfactorily provided to date, but in no case shall MNPS be liable to Contractor for compensation for any goods or service which has not been rendered. A termination for convenience shall not be a breach of this Contract by MNPS. The final decision as to the amount, for which MNPS shall be liable, shall be determined by MNPS. Contractor shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MNPS's exercise of its right to terminate for convenience.

6.3. Termination for Funding

In the event MNPS, in its sole discretion, does not or cannot obtain or continue the funding for this Contract from any source or sources to allow for payment of the Work, MNPS may exercise one of the following alternatives:

- 6.3.1. Terminate this Contract effective upon a date specified in a Termination Notice; or
- 6.3.2. Continue this Contract by reducing, through written notice to Contractor, the amount of this Contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding.

Any termination or reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. MNPS shall not face any liability or penalty as a result of such termination or reduction of this Contract.

7. STANDARD TERMS AND CONDITIONS

7.1. Piggyback Clause

MNPS reserves the right to extend the terms, conditions, and prices of this contract to other educational and governmental organizations subject to the policies of their governing bodies (such as State, Local and/or Public Agencies). Each of the piggyback institutions will issue their own purchasing documents for the goods/ services. Contractor agrees that MNPS shall bear no responsibility or liability for any agreements between Contractor and the other Institution(s) who desire to exercise this option.

7.2. Taxes

MNPS shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MNPS.

7.3. Warranty

Contractor warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, MNPS may, at its option, request that Contractor repair or replace any defective goods, by written notice to Contractor. In that event, Contractor shall repair or replace the defective goods, as required by MNPS, at Contractor's expense, within thirty (30) days of written notice. Alternatively, MNPS may return the defective goods, at Contractor's expense, for a full refund.

Exercise of either option shall not relieve Contractor of any liability to MNPS for damages sustained by virtue of Contractor's breach of warranty.

7.4. License

Contractor warrants and represents that it is the owner of or otherwise has the right to and does hereby grant MNPS a license to use any software provided for the purposes for which the software was obtained, or proprietary material set forth in MNPS's solicitation documents and/or Contractor's response to the solicitation.

7.5. Terms of Service

In the event of any conflict between the terms of this Contract and the Contractor's standard Terms of Service ("TOS"), any terms posted on Contractor's website or application, or any terms for which a user is required to click "accept" on-line in order to log into Contractor's application, the terms of this Contract shall govern.

7.6. TN Open Records Act

MNPS is a public agency of the State of Tennessee and is subject to the Tennessee Open Records Act, Tenn. Code Ann. §10-7-501, et seq. and as such is subject to public inspection for applicable records.

7.7. Maintenance of Records

Contractor shall maintain documentation for all charges to MNPS. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MNPS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

7.8. MNPS Right to Inspect

MNPS shall have the right to inspect any facility or project site, upon reasonable notice to Contractor, where the products/services provided under this Contract are to be produced/performed.

7.9. MNPS Property

Any MNPS property, including but not limited to books, records and equipment, that is in Contractor's possession, shall be maintained by Contractor in good condition and repair, and shall be returned to MNPS by Contractor upon termination of the Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be MNPS property.

7.10. Partnership/Joint Venture

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

7.11. Criminal Background Checks

Contractor shall comply, and shall assure that any of its subcontractors performing work under this Contract comply, with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

When applying for the background check defined above, Contractor's employees and subcontractors must specify the appropriate ORI code for results reporting and provide MNPS with the green light letter per employee.

- If Contractor and any of its subcontractors performing work under this Contract will have direct contact with MNPS students, MNPS ORI code (TN930050Z) shall be used.
- If Contractor and any of its subcontractors performing work under this Contract will not have direct contact with MNPS students (e.g. roofers, electricians, welders, etc.), Contractor's own ORI code (TNXXXXXXX) shall be used.

The requirement stated in the preceding paragraph does not apply to a person whose contract is for the performance of a service at a school-sponsored activity, assembly or event at which school officials or employees are present when the service is performed and where the activity, assembly or event is conducted under the supervision of school officials or employees.

7.12. Indemnification and Hold Harmless

Contractor shall indemnify, hold harmless, and have a duty to defend MNPS, its officers, agents and employees from:

- 7.12.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract.
- 7.12.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 7.12.3. MNPS will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.
- 7.12.4. Contractor recognizes that MNPS has obligations pursuant to T.C.A. 49-6-817. Contractor shall notify all employees in MNPS facilities of the Tennessee Code requirements. Should the Contractor or Contractors agents cause MNPS to fail to meet the requirements of T.C.A. 49-6-817 through negligent or reckless acts, the Contractor shall indemnify MNPS for any loss pursuant to those actions including any fines issued or loss of funding.

7.13. Attorney Fees

Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of this Contract, and, in the event MNPS prevails, Contractor shall pay all expenses of such action including MNPS's attorney fees and costs at all stages of the litigation.

7.14. School District Statutory Immunity

Any other term, covenant, or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents, and the members of the Board of Education, retain their statutory governmental, official, and any other immunity provided pursuant to the laws of the State of Tennessee, including under T.C.A. 29-20-101 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or its officers, employees, agents, or for members of the Board of Education, any other defenses or immunities available to it or any of them.

7.15. Copyright, Trademark, Service Mark, or Patent Infringement

Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against MNPS to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent.

Contractor shall further indemnify and hold harmless MNPS against any award of damages and costs made against MNPS by a final judgment of a court of last resort in any such suit. MNPS shall provide Contractor immediate notice in writing of the existence of such claim, and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. MNPS reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon MNPS unless approved by the Metropolitan Department of Law Settlement Committee and, where required, the School Board.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may, at its option and expense:

- 7.15.1. Procure for MNPS the right to continue using the products or services, or
- 7.15.2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to MNPS, so that they become non-infringing, or
- 7.15.3. Remove the products or discontinue the services and cancel any future charges pertaining thereto, provided, however, that Contractor will not exercise option 3. until Contractor and MNPS have determined that options 1. and 2. are impractical.

Contractor shall have no liability to MNPS, however, if any such infringement or claim thereof is based upon or arises out of:

- 7.15.4. The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, or
- 7.15.5. The use of the products or services in a manner for which the products or services were neither designated nor contemplated, or
- 7.15.6. The claimed infringement in which MNPS has any direct or indirect interest by license or otherwise, separate from that granted herein.

7.16. Confidentiality, Student Records

Contractor shall keep in strict confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g and the Children's Online Privacy Protection Act of 1998 (COPPA) 15 U.S.C. § 6501-6506, any and all records and information, in whatever form or format received, pertaining to MNPS's individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplemental educational services, social security or public benefits, or information as to race, ethnicity, or disability.

With regard to any reports, studies, or other works developed in the course of this Contract, or as a result thereof, Contractor shall not publish Confidential Information or any other information which identifies students, employees, or officers of MNPS by full name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Contractor shall provide to MNPS for its review any proposed publication, brochure, or advertisement in which MNPS is named not less than thirty (30) calendar days prior to submission for publication and Contractor shall remove MNPS's name or information identifying MNPS from the publication if MNPS requests removal. Contractor shall not issue, publish, or divulge any materials developed or used in the performance of this Contract or make any statement to the media relating to this Contract without the prior consent of MNPS.

7.17. Waiver

No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

7.18. Contingent Fees

Contractor hereby represents that Contractor has not been retained, nor has retained any persons, to solicit or secure a MNPS contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MNPS contracts.

7.19. Gratuities and Kickbacks

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, higher tier subcontractor, or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Nashville Public Schools contracts.

7.20. Non-Discrimination

It is the policy of MNPS not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring, promotion, demotion, dismissal or laying off, and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

With regard to all aspects of this Contract, Contractor certifies and warrants that it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MNPS's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MNPS or in the employment practices of MNPS's Contractors.

Accordingly, all Proposers entering into contracts with MNPS shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

7.21. Americans with Disabilities Act

Contractor assures MNPS that all services provided shall be completed in full compliance with the Americans with Disabilities Act (ADA) 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by MNPS. Contractor will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7.22. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated §12-12-101 et seq., Contractor certifies that to the best of its knowledge and belief, neither Contractor nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated §12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under MNPS contracts.

7.23. Boycott of Israel Act

In accordance with the Boycott of Israel Act (Tennessee Code Annotated Title 12, Chapter 4, Part 1), Contractor certifies that it is not currently engaged in and, for the duration of the Contract, will not engage in a boycott of Israel. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under MNPS contracts.

7.24. Debarment and Suspension

Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- 7.24.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- 7.24.2. Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- 7.24.3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in the prior section of this certification; and
- 7.24.4. Has not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- 7.24.5. Contractor shall provide immediate written notice to MNPS if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

7.25. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, pandemic, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

7.26. Compliance with Laws

Contractor agrees to comply with any applicable federal, state and local laws and regulations.

7.27. Governing Law/Venue

The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

7.28. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

7.29. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

7.30. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

7.31. Effective Date

This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Nashville Public Schools and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

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**THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY BY AND THROUGH THE
METROPOLITAN BOARD OF PUBLIC EDUCATION:**

APPROVED:

Freda Player
MBPE Board Chair

RECOMMENDED:

Kevin Edwards
Director of Procurement

Ronald Garner
Department Head

Maura Black Sullivan *KRS*
Executive Staff Member

APPROVED AS TO AVAILABILITY OF FUNDS:

Account #: 80413025.507480.BUSES.0.0.45025000.0.0.0 *VP*

Jorge Pobles
Chief Financial Officer

Jenneen Reed/MLL *GLM*
Metropolitan Director of Finance

APPROVED AS TO INSURANCE:

Balaqun Cobb
Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Nani Gilkerson
Metropolitan Attorney

CONTRACTOR:

Mid-South Bus Center, Inc.
Firm/Organization

Steven W. Benefield
Signature

Steven W. Benefield
Name

General Manager
Title

9/11/2025 | 7:41 AM CDT
Date

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

Austin Kyle
Metropolitan Clerk

10/2/2025 | 8:24 AM PDT
Date Filed

MNPS Nutrition Services

Exhibit A

Contract # 7622781

Pricing Information

Item #	Item Description	Unit Measure	Unit Price
1	Type C Lift Bus (D): 2 Dedicated Wheelchair Stations + 24 ambulatory and Integrated Child Seat Passengers - (Gas)	each	\$184,361.00
2	Type C Lift Bus (D): 2 Dedicated Wheelchair Stations + 24 ambulatory and Integrated Child Seat Passengers - (Diesel)	each	\$177,719.00

AGENCY CUSTOMER ID: 00085744

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Lighthouse, an Alera Group Company		NAMED INSURED Hoekstra Truck Equipment Company Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Certificate Holder is included as additional insured under the general liability policy, when required by written contact, agreement, or permit and subject to the provisions and limitations of the policy.

Additional Named Insureds

Other Named Insureds

260 JFH LLC	Insured Multiple Names
555 Oliver Street LLC	Insured Multiple Names
B&B Truck Equipment	Insured Multiple Names
CH&H Leasing LLC	Insured Multiple Names
H&H Enterprises LLC	Doing Business As
Hoekstra Leasing LLC	Insured Multiple Names
Hoekstra Motors, LLC	Insured Multiple Names
Hoekstra Real Estate Holding LLC	Insured Multiple Names
Hoekstra Specialty Vehicles LLC	Insured Multiple Names
Hoekstra Transportation Inc	Limited Liability Company, Insured Multiple Names
Hoesktra Truck Equipment Company Inc	Limited Liability Company, Additional Named Insured
Hoekstra Companies LLC	Insured Multiple Names
JFH Properties LLC	Insured Multiple Names
The Hoekstra Group LLC	Insured Multiple Names
TML Management Services Inc	Insured Multiple Names
Hoekstra Motors, LLC dba Mercedes-Benz Van Center	Insured Multiple Names
Transportation South Inc	Insured Multiple Names
The Bus Center of Atlanta LLC	Insured Multiple Names
Mid-South Bus Center Inc	Insured Multiple Names

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SERVICE INDUSTRIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A.** Who Is An Insured – Unnamed Subsidiaries
- B.** Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers
- C.** Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
- D.** Blanket Additional Insured – Broad Form Vendors
- E.** Blanket Additional Insured – Controlling Interest
- F.** Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
- G.** Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
- H.** Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- I.** Blanket Additional Insured – Grantors Of Franchises
- J.** Incidental Medical Malpractice
- K.** Blanket Waiver Of Subrogation

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or

- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** A limited liability company;
 - b.** An organization other than a partnership, joint venture or limited liability company; or
 - c.** A trust;
- as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to

COMMERCIAL GENERAL LIABILITY

your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization, other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings,

COMMERCIAL GENERAL LIABILITY

canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental

medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

COMMERCIAL GENERAL LIABILITY

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not

subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured**.

K. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

Certificate Of Completion

Envelope Id: DDB98984-178A-4239-A1DD-B2D23E404B30

Status: Completed

Subject: Mid South Bus Center Inc. 7622781

Contract Number: 7622781

Source Envelope:

Document Pages: 27

Signatures: 10

Envelope Originator:

Certificate Pages: 4

Initials: 5

Allyson Resha

AutoNav: Enabled

2601 Bransford Ave.

Envelopeld Stamping: Enabled

Nashville, TN 37204

Time Zone: (UTC-06:00) Central Time (US & Canada)

Allyson.Resha@mnps.org

IP Address: 96.4.9.1

Record Tracking

Status: Original

Holder: Allyson Resha

Location: DocuSign

9/9/2025 10:51:46 AM

Allyson.Resha@mnps.org

Signer Events

Signature

Timestamp

Steven W. Benefield

sbenefield@thebuscenter.com

General Manager

Mid-South Bus Center, Inc.

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address:

2600:1700:4840:5ce0:d1f1:74ab:1957:69e7

Signed using mobile

Sent: 9/9/2025 10:54:01 AM

Resent: 9/9/2025 11:40:53 AM

Viewed: 9/9/2025 3:29:41 PM

Signed: 9/11/2025 7:41:51 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Valerie Harbin

Valerie.Harbin@mnps.org

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 96.4.9.1

Sent: 9/15/2025 6:59:23 AM

Viewed: 9/15/2025 7:00:15 AM

Signed: 9/15/2025 7:01:22 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Ronald Garner

Ronald.Garner@mnps.org

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 96.4.9.141

Sent: 9/15/2025 7:01:24 AM

Viewed: 9/15/2025 1:50:44 PM

Signed: 9/15/2025 2:03:06 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Kenneth R. Stark

kenneth.stark@mnps.org

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 96.4.9.1

Sent: 9/15/2025 2:03:10 PM

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Signed: 9/15/2025 3:07:34 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
<p>Maura Black Sullivan maura.sullivan@mnps.org Chief Operating Officer Security Level: Email, Account Authentication (None)</p>	<p><i>Maura Black Sullivan</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.1</p>	<p>Sent: 9/15/2025 3:07:36 PM Viewed: 9/15/2025 4:00:45 PM Signed: 9/15/2025 4:01:00 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Kevin Edwards Kevin.Edwards@mnps.org Director of Procurement Metro Nashville Public Schools Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Edwards</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 107.127.32.1 Signed using mobile</p>	<p>Sent: 9/15/2025 4:01:03 PM Viewed: 9/23/2025 6:21:23 PM Signed: 9/23/2025 6:22:06 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Jorge Robles jorge.robles@mnps.org Chief Financial Officer Security Level: Email, Account Authentication (None)</p>	<p><i>Jorge Robles</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.1</p>	<p>Sent: 9/23/2025 6:22:10 PM Resent: 9/24/2025 7:21:01 AM Viewed: 9/26/2025 7:44:21 AM Signed: 9/26/2025 7:46:22 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Freda Player Cameo.Bobo@mnps.org Board Chair Security Level: Email, Account Authentication (None)</p>	<p><i>Freda Player</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.1</p>	<p>Sent: 9/26/2025 7:46:25 AM Viewed: 9/26/2025 12:34:55 PM Signed: 9/26/2025 12:35:07 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Greg McClarin greg.mcclarin@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>GM</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 9/26/2025 12:35:10 PM Viewed: 9/26/2025 12:37:12 PM Signed: 9/26/2025 12:38:13 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Jenneen Reed/MAL Michelle.Lane@nashville.gov PUrchasing Agent Security Level: Email, Account Authentication (None)</p>	<p><i>Jenneen Reed/MAL</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 104.176.252.12 Signed using mobile</p>	<p>Sent: 9/26/2025 12:38:16 PM Viewed: 9/26/2025 2:27:15 PM Signed: 9/26/2025 2:27:27 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

Signer Events	Signature	Timestamp
Sally Palmer Sally.Palmer@nashville.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.190.198.185	Sent: 9/26/2025 2:27:30 PM Viewed: 9/28/2025 10:34:54 AM Signed: 9/28/2025 10:41:39 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Balogun Cobb Balogun.Cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	<i>Balogun Cobb</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 9/28/2025 10:41:42 AM Viewed: 9/30/2025 8:30:06 AM Signed: 9/30/2025 8:32:12 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Nani Gilkerson nani.gilkerson@nashville.gov Security Level: Email, Account Authentication (None)	<i>Nani Gilkerson</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 9/30/2025 8:32:16 AM Resent: 9/30/2025 1:29:19 PM Viewed: 10/1/2025 10:59:43 AM Signed: 10/1/2025 11:04:23 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Austin Kyle publicrecords@nashville.gov Metropolitan Clerk Security Level: Email, Account Authentication (None)	<i>Austin Kyle</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/1/2025 11:04:29 AM Viewed: 10/2/2025 10:24:38 AM Signed: 10/2/2025 10:24:51 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer Sally.Palmer@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/1/2025 11:04:27 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/9/2025 10:54:01 AM
Envelope Updated	Security Checked	9/9/2025 11:40:52 AM
Envelope Updated	Security Checked	9/9/2025 11:40:52 AM
Envelope Updated	Security Checked	9/9/2025 11:40:52 AM
Envelope Updated	Security Checked	9/15/2025 6:59:22 AM
Envelope Updated	Security Checked	9/19/2025 1:37:49 PM
Envelope Updated	Security Checked	9/19/2025 1:37:49 PM
Envelope Updated	Security Checked	9/23/2025 11:02:55 AM
Envelope Updated	Security Checked	9/24/2025 7:21:00 AM
Envelope Updated	Security Checked	9/30/2025 1:29:18 PM
Envelope Updated	Security Checked	9/30/2025 1:29:18 PM
Certified Delivered	Security Checked	10/2/2025 10:24:38 AM
Signing Complete	Security Checked	10/2/2025 10:24:51 AM
Completed	Security Checked	10/2/2025 10:24:51 AM

Payment Events	Status	Timestamps
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Agenda Item Title: Agreement for Purchase of Six School Buses from Mid-South Bus Center, Inc.

Board Meeting Date: March 10, 2026

Department: Operations

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

The City of Murfreesboro issued ITB 24-2026 on behalf of Murfreesboro City Schools on February 10, 2026. The ITB was issued for the purchase of six (6) school buses, three (3) Special Education School Buses at unit price of \$170,000.00 and three (3) Type D Front Engine Transit School Buses at a unit price of \$168,000.00. There was one responsive bidder, Mid-South Bus Center, Inc. All buses are required to be delivered to MCS within eight (8) months of the date of contract.

Staff Recommendation

Approve the award of ITB 24-2026 to Mid-South Bus Center, Inc. for the purchase of six (6) school buses

Fiscal Impact

Total purchase price is \$1,014,000.00, which will be paid from County Shared Bonds.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Agreement for School Buses

This Agreement is entered into and effective as of _____, 2026 ("Effective Date"), by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Mid-South Bus Center, Inc**, a Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document;
- ITB-24-2026 – "School Buses for City Schools" issued February 10, 2026 (the "Solicitation");
- Contractor's Proposal, dated February 19, 2026 ("Contractor's Proposal");
- Contractor's Price Proposal, dated February 19, 2026 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

In the event of conflicting provisions, all documents will be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

Contractor shall provide and City shall purchase School Buses based on Contractor's Proposal, Price Proposal and the specifications set forth in "ITB-24-2026- School Buses for City Schools."

2. Term.

The term of this Agreement commences on the Effective Date and expires December 31, 2026, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein.

3. Termination. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

4. Payment and Delivery.

The price for the services and other items to be provided under this Agreement is set forth in the Price Proposal, for three (3) Special Education School Buses as at unit price of \$170,000.00 and three (3) Type D Front Engine Transit School Buses at a unit price of \$168,000.00, **reflecting a total price of One Million, Fourteen Thousand Dollars and No Cents (\$1,014,000.00)**. All equipment shall be delivered, complete and ready for use, within eight (8) months of the date of contract award, unless otherwise approved in writing by the City. Time is of the essence for delivery. Failure to meet this delivery requirement may constitute a material breach of this Agreement and may result in termination for cause, at the City's option. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. All invoices must be submitted to accountspayable@murfreesborotn.gov with a copy to the Contact person.

5. Taxes. The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

6. Insurance. During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, and (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

7. Indemnification.

a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

c. Copyright, Trademark, Service Mark, or Patent Infringement.

I. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and

opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - a. Procure for the City the right to continue using the products or services.
 - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

8. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:
City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to Contractor:
Mid-South Bus Center, Inc.
Attn: Jeremy Remus
3512 Bill Smith Drive
Murfreesboro, TN 37129
jremus@thebuscenter.com

9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
20. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
21. **Iran Divestment Act of Tennessee.** 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 §12-12-106. Bids not conforming with this provision shall not be considered. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.
22. **Non-Boycott of Israel.** 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 supplier is not boycotting Israel pursuant to TCA § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
23. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
24. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the Effective Date first listed above.

City of Murfreesboro, Tennessee

Mid-South Bus Center, Inc.

By: _____
Shane McFarland, Mayor

By: _____
Chuck LaLance, Co-Owner, Sales

Approved as to form:

Kelley Blevins Baker, Interim City Attorney

**PURCHASING DEPARTMENT
BID FORM**

BID: ITB-24-2026
School Buses for City Schools

Date: 2/26/26

INSTRUCTIONS:

All prices must include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories, delivery, freight, and any other standard equipment necessary to provide this service. The City is not subject to sales tax.

NAME OF DEALER:
Mid-South Bus Center, Inc.

STATE DEALER LICENSE #: 00014431

Address of Dealer:
3512 Bill Smith Dr. Murfreesboro, TN. 37129

Sales Contact Name, Phone, Email:
Chuck Lalance 615 890-6368 Chuck@thebuscenter.com

Type D Front Engine Transit Bus Year and Model:
New 2025 Thomas MPEFX 14185 90 passenger School Bus

Special Education Bus Year and Model:
NEW 2027 Thomas Safe-T-Liner C2-251TS special needs School Bus 39+Inc=40px

Signature: 

	Quantity	Item	Unit Price	Total Price
1	3	Type D Front Engine Transit Bus One hundred sixty eight thousand dollars $\frac{0}{100}$ each.	\$168,000.00 each @3	= \$504,000.00 five hundred four thousand dollars $\frac{0}{100}$.
2	3	Special Education Bus One hundred seventy thousand dollars $\frac{0}{100}$ each.	\$170,000.00 each @3	= \$510,000.00 five hundred ten thousand dollars $\frac{0}{100}$.

Agenda Item Title: FY26 Federal Consolidated Budget Amendment

Board Meeting Date: March 10, 2026

Department: Finance

Presented by: Tery Duke, Director

Board Agenda Category:

- Consent Agenda
Action Item
Reports and Information

Requires City Council Approval: Yes No

Summary

The Federal Program and Finance departments are seeking board approval to update budgeted amounts from projected revenues and expenditures to final revenue allocations and expenditures. This includes increases in revenues for the FY26 Consolidated Funding Application in Title I, Title II, Title III, and Con Admin, totaling \$3,775.20.

- Title I: This amendment budgets an additional \$1,405.20 and revises budget lines to reflect actual expenditures.
- Title II: This amendment budgets an additional \$81.00 and reallocates savings from Math Coaches resulting from a personnel change in medical insurance.
- Title III: This amendment budgets an additional \$779 and reallocates unused funds from in-service/staff development to other equipment to purchase three audio-enhancement devices.
- Con Admin: This amendment request of \$1,510.00 will reallocate unused funds from life and dental insurance, Medicare, and travel to align budgeted amounts with actual expenditures in other salaries, medical insurance, and staff development.

Staff Recommendation

Approve the FY26 budget amendment to recognize \$3,775.20 in new revenue resulting from increased allocations and adjustments from budgeted amounts to actual expenditures in the Consolidated Funding Application.

Fiscal Impact

Recognize new revenue in the amount of \$3,775.20 and the related expenditures with no impact to fund balance.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY26 Federal Funds CFA Consolidated Administration Revision 4
 BOE Meeting Date 10-Mar-26

Account	Description	Increase	Decrease
Consolidated Administration			
142 E 72210 189	Other Salaries	10	
142 E 72210 206	Life Insurance		300
142 E 72210 207	Medical Insurance	500	
142 E 72210 208	Dental Insurance		210
142 E 72210 212	Medicare		100
142 E 72210 355	Travel		900
142 E 72210 524	In-Service/Staff Development	1,000	
Total		\$ 1,510	\$ 1,510

Explanation:

This amendment request will move unused funds from life and dental insurance, Medicare and Travel to reflect actual expenditures in Other Salaries, medical insurance and staff development.

These changes are reasonable and allowable and does not affect the fund balance.

The budget revision is reasonable, necessary and allowable.

Reviewed by [Signature] Finance Director/Finance Manager

Date 3/5/26

Approved	<input checked="" type="checkbox"/>	<u>[Signature]</u> Director of Schools	<u>3/5/26</u> Date
Declined	<input type="checkbox"/>		


Schools Federal Projects Fund 142
Fiscal Year 2025-2026

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Title IA	2,557,518	2,558,923	1,405
Total Increase in Revenues	\$ 2,557,518	\$ 2,558,923	\$ 1,405
<u>Expenditures</u>			
Title IA			
Regular Instruction			
Teachers	692,576	712,524	19,948
Social Security	57,335	57,835	500
Pensions	66,014	68,174	2,160
Medical Insurance	140,966	142,871	1,905
Dental Insurance	4,089	4,094	5
Medicare	13,023	13,178	155
Instructional Supplies & Materials	514,861	489,773	(25,088)
Other Student Support			
Other Charges	67,310	68,714	1,405
Support Services			
Medical Insurance	61,013	61,428	415
Total Increase in Expenditures	\$ 1,617,187	\$ 1,618,591	\$ 1,405
CHANGE IN FUND BALANCE (CASH)			0

This amendment is to budget an increase in allocation of \$1,405.20 and to revise budget lines to actual expenditures.


3/5/26

 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	 Director of Schools	3/11/26 Date
Declined	<input type="checkbox"/>		

Murfreesboro City Schools Budget Amendment

Schools Federal Projects Fund 142
Fiscal Year 2025-2026

BOE Approval 3/10/26
Exhibit A to resolution NO.

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Title IIA	723,409	723,490	81
Total Increase in Revenues	\$ 723,409	\$ 723,490	\$ 81
<u>Expenditures</u>			
Title IIA			
Instructional Coaches	325,000	317,900	(7,100)
Medical Insurance	18,000	25,100	7,100
In-Service/Staff Development	281,314	281,395	81
Total Increase in Expenditures	\$ 624,314	\$ 624,395	\$ 81
CHANGE IN FUND BALANCE (CASH)			(0)

This amendment is to budget an increase in allocation of \$81.00 and to reallocate savings in Instructional Coaches due to a change in personnel to Medical Insurance



3/5/26

Reviewed by Finance Director/Finance Manager

Date

Approved	<input checked="" type="checkbox"/>		3/5/26
Declined	<input type="checkbox"/>	Director of Schools	Date

Murfreesboro City Schools Budget Amendment

BOE Approval 3/10/26
Exhibit A to resolution NO.

Schools Federal Projects Fund 142
Fiscal Year 2025-2026

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Title III	296,469	297,248	779
<hr/>			
Total Increase in Revenues	\$ 296,469	\$ 297,248	\$ 779
<hr/>			
<u>Expenditures</u>			
Title III			
Other Salaries & Wages	150,000	150,779	779
In-Service/Staff Development	10,000	3,760	(6,240)
Other Equipment	49,719	55,959	6,240
<hr/>			
Total Increase in Expenditures	\$ 209,719	\$ 210,498	\$ 779
<hr/>			

CHANGE IN FUND BALANCE (CASH) (0)

This amendment is to budget an increase in allocation of \$779 and to reallocate unused funds in In-Service/Staff Development to Other Equipment to purchase 3 BEAM Classroom with Clear Connect devices.


3/5/26

 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>		<u>3/5/26</u>
		Director of Schools	Date
Declined	<input type="checkbox"/>		

Agenda Item Title: TSBA Board Self-Assessment

Board Meeting Date: March 10, 2026

Department: Director's office

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The Murfreesboro City School Board annually completes a self-evaluation through the TN School Board Association in accordance with Board Policy 1.103. This evaluation is one of the requirements that enables the Board to meet the qualifications for Board of Distinction status. The evaluation will be completed by each Board Member and returned at the March 24th Board meeting.

Staff Recommendation

For information only

Fiscal Impact

No impact

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Board of Distinction Checklist

To recognize outstanding performance by a board as a whole, TSBA has established a Board of Distinction Program. Complete the following checklist to document that your board is meeting the challenge of leadership in every area of board responsibility.

PLANNING

- _____ 1. Participated in a retreat of at least 7 hours.
- _____ 2. Conducted a superintendent evaluation.
- _____ 3. Developed/updated Strategic Plan, which included vision statement, mission statement and shared beliefs.

POLICY

- _____ 4. Conducted an annual review and maintenance of the entire policy manual.
- _____ 5. Adopted and adhered to policies for effective board operations.
- _____ 6. Adopted the TSBA Boardsmanship Code of Conduct policy.

PROMOTION

- _____ 7. Developed/maintained a plan for promotion of the school system.
- _____ 8. Was represented the last three years at the TSBA Delegate Assembly.
- _____ 9. Designated a legislative representative.

BOARD DEVELOPMENT

- _____ 10. Participated in a board self evaluation and developed a plan for improvement.
- _____ 11. Had a board meeting critiqued by two Level III or greater board members from two different school boards. (Evaluation form may be obtained from TSBA.)
- _____ 12. Was represented at Fall District Meeting the last three years by a majority of the Board.
- _____ 13. Was represented at TSBA Convention the last three years by a majority of the Board.
- _____ 14. Achieved (at least 1/3 of the board) Level II in the TSBA Boardsmanship Program.
- _____ 15. Each board member has attended at least 75 percent of the board meetings during the last three years.

Our board has completed each of the above items within a three-year period immediately preceding the date of our signatures on this form.

Board Chairman

School Board

Superintendent

Date

Date

PLEASE MAKE A COPY FOR YOUR FILES BEFORE SENDING TO:

525 Brick Church Park Drive – Nashville, TN 37207 –

bweinstein@tsba.net

Board Member Self-Evaluation



I certify that I have completed the Board
Member Self-Evaluation.

Name

System

Date

**Please keep the survey for your records and fax this
page to:**

615/815-3911,
Attn: Brittany Massey

OR

Mail this page to:
TSBA, Attn: Brittany Massey
525 Brick Church Park Drive
Nashville, TN 37207

Board Member Self-Evaluation

Using the following scale, rate your individual performance in the first column "How I am now" and indicate in the second column "How I wish I were." Check the appropriate box in each column.

Scale: 1=Never 2= Rarely 3=About Half the Time 4=Almost Always 5=Always

A. Relationship with the superintendent												
	How I am now					How I wish I were						
	1	2	3	4	5	1	2	3	4	5		
1. I keep the superintendent informed on issues, needs, and complaints in a manner allowing the superintendent the opportunity to solve related problems in a professional manner.												
2. I publicly support the superintendent's administrative regulations and decisions and relay any disagreement in a private session.												
3. I disregard personalities and consider the recommendations of the superintendent in an unbiased and objective manner.												
4. If I want additional information about an agenda item, I contact the superintendent or the responsible person, in advance.												
5. I am a positive influence for giving the superintendent sufficient research time and not forcing an on-the-spot decision.												

Board Member Self-Evaluation

B. Relationship with the community												
	How I am now					How I wish I were						
	1	2	3	4	5		1	2	3	4	5	
1. I work to preserve the trust my fellow citizens have put in me and my fellow board members for the educational development of the children and youth of this community.												
2. I work to do what is in the best interest of each and every student without distinction as to who they are or what their background may be.												
3. I take the initiative in helping all community members to have all the facts about their schools so they will readily provide the finest possible school program, school staff, and school facilities.												

C. Relationship during meetings												
	How I am now					How I wish I were						
	1	2	3	4	5		1	2	3	4	5	
1. I arrive early and am prepared for the meeting to start on time.												
2. I treat other members of the board and professional staff with respect during board meetings.												

Board Member Self-Evaluation

3. On those occasions when I differ with other board members, I do so based on the issues at hand and not on personalities.	1	2	3	4	5		1	2	3	4	5
4. I behave in such a manner as to emphasize that individual board members have no authority except when convened in a legally conducted board meeting.	1	2	3	4	5		1	2	3	4	5
5. I refrain from discussions and comments that are unrelated to the agenda item.	1	2	3	4	5		1	2	3	4	5
6. I exercise good listening skills during meetings.	1	2	3	4	5		1	2	3	4	5
7. I listen to all sides before making a decision.	1	2	3	4	5		1	2	3	4	5
8. I display a spirit of compromise when impasses arise and urge consensus.	1	2	3	4	5		1	2	3	4	5
9. I vote my conscience, but support the majority decisions.	1	2	3	4	5		1	2	3	4	5
10. I work within the board role as policy maker and do not become involved in making administrative decisions.	1	2	3	4	5		1	2	3	4	5
11. At meetings, I speak loudly and clearly enough to be heard by everyone present.	1	2	3	4	5		1	2	3	4	5
12. I conduct myself in a businesslike manner, following accepted parliamentary procedures and rules.	1	2	3	4	5		1	2	3	4	5
13. I refrain from monopolizing the discussion.	1	2	3	4	5		1	2	3	4	5

Board Member Self-Evaluation

D. Relationship with staff and personnel												
	How I am now					How I wish I were						
	1	2	3	4	5	1	2	3	4	5		
1. I consistently adhere to the law governing superintendent authority for personnel.												
2. I make every effort to become acquainted with district personnel												
3. I do not allow personal friendships with district personnel to affect overall board decisions or policies.												
4. I channel complaints and potential problems to the proper authority.												

E. Support of instructional program												
	How I am now					How I wish I were						
	1	2	3	4	5	1	2	3	4	5		
1. I keep informed about student achievement.												
2. I solicit information from the community pertaining to instructional program needs.												
3. I support policies that enable the staff to develop the educational program required to meet the needs of the community.												

Board Member Self-Evaluation

F. Fiscal responsibility												
	How I am now					How I wish I were						
	1	2	3	4	5		1	2	3	4	5	
1. I support efforts to provide resources to properly fund the school district budget.												
2. I support policies requiring proper accountability for the expenditure of school district funds.												
3. I keep my constituents informed about the financial needs of the school district.												

G. Personal work habits												
	How I am now					How I wish I were						
	1	2	3	4	5		1	2	3	4	5	
1. I keep the educational and welfare of children as my primary concern.												
2. I am willing to make unpopular decisions, in the best interest of children.												
3. I represent the best interests of all citizens rather than special interest groups.												
4. I take time to do my homework and prepare for meetings.												
5. I attend board meetings regularly.												
6. I refrain from asking that items be added to the agenda at the last minute.												

Board Member Self-Evaluation

7. I reach decisions on the merits of issues and on the basis of best available information.	1	2	3	4	5		1	2	3	4	5
8. I participate in board training programs at regional, state and national levels.	1	2	3	4	5		1	2	3	4	5
9. I do not individually or unilaterally make decisions or commitments on the board's behalf.	1	2	3	4	5		1	2	3	4	5
10. I am open and honest with board members, school staff and community members.	1	2	3	4	5		1	2	3	4	5
11. I share information and avoid "surprises" whenever possible.	1	2	3	4	5		1	2	3	4	5
12. I am familiar with and abide by the Tennessee School Boards Association Boardsmanship Code of Ethics.	1	2	3	4	5		1	2	3	4	5
13. I respect those who differ in opinion and belief.	1	2	3	4	5		1	2	3	4	5
14. I accept constructive criticism.	1	2	3	4	5		1	2	3	4	5
15. I remain calm and think clearly under pressure.	1	2	3	4	5		1	2	3	4	5

Board Member Self-Evaluation

H. General Statements

My strengths and weaknesses as a Board member are (Please list below):

To improve my effectiveness as a board member, I will (Please list in the box below) :



Patriots Rutherford County Remembers

*Compliments of the Colonel Hardy Murfree Chapter,
National Society Daughters of the American Revolution, and the
Tennessee Commission for the United States Semiquincentennial*

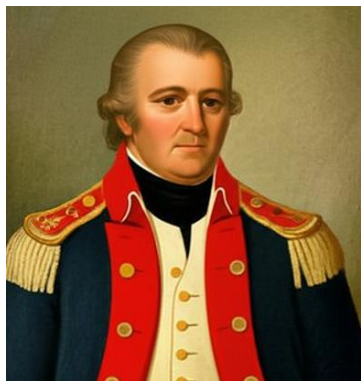
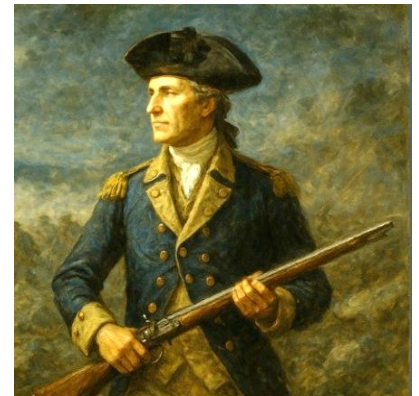


This project is supported by the State of Tennessee.



General Griffith Rutherford was a North Carolina colonial legislator and an American Revolutionary War general who settled in Sumner County. Rutherford County was formed in 1803 from parts of Davidson, Williamson, and Wilson counties and named in honor of Griffith Rutherford (1721–1805). It is likely that John Sevier, Tennessee's first governor, influenced the decision to name our county after his friend and fellow North Carolinian. Rutherford fought the Cherokee Indians who supported the British in East Tennessee and was later taken prisoner in the Camden, South Carolina, battle. Historians agree he never set foot in Rutherford County. He died and was buried in Sumner County in 1805.

Born in Hillsboro, North Carolina, in 1755, **Captain William Lytle** was a veteran of the Revolutionary War. He served from 1776 until the end of the conflict, fighting with the North Carolina Continental Line's First, Fourth, and Fifth Regiments. After the war, Lytle and his family became some of the first permanent settlers in the Murfreesboro area in the 1790s. When an Indian attack forced them to move back to Davidson County for two years, they returned for a second, successful attempt at settlement. In 1803, Rutherford County was formed from a part of Davidson County. With enough new settlers, Lytle donated 60 acres of his land in 1812 to establish Murfreesboro as the county seat. This patriot is buried in the Lytle Historic Cemetery on Broad St.



Lieutenant Colonel Hardy Murfree, for whom Murfreesboro, Tennessee, was named by an act of the legislature in 1811, served in the Continental Army. He was born June 5, 1752, in Murfreesboro, North Carolina, a town named after his father. In 1779, he was one of ten men chosen by General George Washington to lead the Battle of Stony Point, playing a key role in defeating the British. He also fought at Brandywine, Germantown, and Monmouth. He is buried on a farm in nearby Williamson County. His tombstone inscription reads "In War the Soldier, In Peace the Citizen, Reverent to God, Respectful to Man." Murfree's great-granddaughter, Mary Noailles Murfree, was the organizing Regent of the Colonel Hardy Murfree DAR chapter in 1910 which is still active in Murfreesboro.

Private Peter Jennings, resident of Murfreesboro from 1830 until his death in 1842, was an African American born in Connecticut on April 2, 1752. In Providence, Rhode Island, he enlisted in the Continental Army during the Revolutionary War in 1776. A free man who was adept at reading and writing, Jennings served in the 5th Regiment of Artillery of Blacks in the Continental Line and served under General James Varnum of the First Rhode Island. He fought with Washington in several battles including Trenton, Princeton, Brandywine, and Yorktown. He carried a direct fire wound to his right knee for the rest of his life. He owned a one-story frame building at the corner of Vine and Church Streets which served as both his residence and bakery. The Daughters of the American Revolution placed a marker in his honor in the Old City Cemetery.

