

September 8, 2022

SHELBY COUNTY BOARD OF EDUCATION

PROCUREMENT SERVICES

160 South Hollywood Street, Room 126 □ Memphis, Tennessee 38112-4892 □ Phone (901) 416-5376

INVITATION FOR BID

(NOT AN ORDER)

Please submit Bids on the item(s) listed below. The right is reserved to reject any or all Bids. If substitutions are offered, give full particulars. The Bid must be submitted no later than **September 23, 2022 @ 2:00 PM CST.**

The Shelby County Board of Education reserves the right to accept or reject any or all Bids, or any part thereof, and to waive any minor informalities and/or technicalities that are deemed to be in the best interest of the Shelby County Board of Education. Successful Bidders shall be paid only when delivery is complete. **For the appropriate purchases, all material data safety data sheets (MSDA) must accompany all shipments covered under Tennessee Hazardous Chemical Right to Know Law- Tennessee Public Chapter #417- House Bill #731.*

Shady Grove Exterior Landscaping Project

The Shelby County Board of Education ("SCBE") is requesting bids for **Shady Grove Exterior Landscaping Project.**

Bids **MUST** be received by Memphis - Shelby County Schools ("MSCS" or "District") by the due date and time set forth above.

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

Questions or requests for clarification of technical issues and terms pertaining to this Bid must be submitted in writing via e-mail to **Mary Taylor at taylorl15@scsk12.org or Ashley Washington at washingtonap@scsk12.org September 16, 2022 @ 2:00 PM CST**

ISSUED BY: Mary Taylor BID # 09232022MT

We propose to furnish the item(s) and/or services outlined in the Bid at prices quoted and guarantee safe delivery **F.O.B. delivered** and as specified. Bids are submitted with a declaration that no Shelby County Board of Education Member or employee has a financial or beneficial interest in this transaction.

NAME OF FIRM

PHONE #

FAX #

ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

AUTHORIZED REPRESENTATIVE NAME

☐ CHECK HER IF YOU ARE A MINORITY VENDOR

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

PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Invitation for Bid (IFB) is soliciting bids for **Shady Grove Exterior Landscaping Project**.

2.0 BACKGROUND

Memphis - Shelby County Schools (MSCS) is Tennessee's largest public-school district and is among the 25 largest public-school districts in the United States. MSCS serves approximately 90,000 students in 190 schools. We employ more than 6,200 teachers and 6,000 support personnel to serve our unique student population, while, offering programming and services to fit the needs of all our students. Through our strategic plan - Destination 2025 – we are committed to working toward three goals: 80 percent of students are college or career ready; 90 percent of seniors graduate on time and 100 percent of graduates will enter college or a career. To reach these goals, MSCS has placed a strong emphasis on early literacy, improvement of post-secondary readiness, developing strong teachers, leaders and support staff, expanding availability of high-quality school options and working closely with families and community partners. MSCS partners with almost 4,000 volunteers and 700 school adopters and community partners to increase student achievement and empower our community to strive.

3.0 SCOPE OF WORK

The SCBE requests bids for **Shady Grove Exterior Landscaping Project**. Responses submitted must meet or exceed all requirements. Bids that do not meet or exceed all requirements will be considered non-responsive.

(See pages 13- 14 for the detailed scope of work).

4.0 NON-EXCLUSIVE

The intent of this contract is to provide the SCBE with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the SCBE and is considered to be a "Non-Exclusive" use contract. The SCBE does not guarantee any usage. The SCBE will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

5.0 NOTICE OF INTENT TO AWARD

A Notice of Intent to Award is written notification that a vendor has been selected for a contract award. Notice of Intent to Award is sent for contracts requiring School Board approval. This letter is not a guarantee of award. The Board of Education reserves the right to reject or accept the recommendation submitted. If the Board accepts and approves the recommendation, an executed agreement will be submitted to the successful vendor. If the Board rejects the recommendation, MSCS shall rescind the Notice of Intent to Award.

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected vendor agrees not to disclose or knowingly use any confidential or proprietary information of the SCBE and/or third-party participant.

Bid submissions are subject to the Tennessee Open Records Act ([Tenn. Code Ann. §10-7-503 et seq.](#)). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should you deem any portion of your bid as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

2.0 TERM OF AGREEMENT

The anticipated terms of this contract shall be 30 (thirty) days. The work shall begin after issuance of the "Notice to Proceed. Estimated start time is **10/03/2022**.

The awarded project is to be completed in 30 days (about 4 and a half weeks). If, for any reason or unforeseen circumstance, a written request for an extension must be submitted in writing 10 days (about 1 and a half weeks) prior to the 30-day deadline. NO EXCEPTION. ECH will review your request to determine if it is applicable.

3.0 PRE-BID MEETING

A **mandatory pre-bid meeting** is scheduled for this project and the responders are required to sign-in at the School's Main Office at the stated date/time and location listed below. Please note: All responders must sign in at the pre-bid location and name must be legibly written on the PROCUREMENT SIGN-IN SHEET. Failure to do so will result in no acceptance of your bid.

Shady Grove Pre-K 5360 Shady Grove Road; Memphis, TN 38120, on **September 15, 2022 @ 9:00 AM CST. Meeting will be held in the cafeteria.**

Any site visits / walkthroughs must be coordinated between the Contractor and the School's Building Engineer.

NOTE: MSCS is requiring all Bidders to wear appropriate PPE gear (mask) during all Pre-Bid meetings, Site Visits and any other gatherings during this time period in order to promote a safe and healthy working environment for both employees and perspective bidders.

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN September 16, 2022 @ 2:00 PM CST**. Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on SCBE **September 19, 2022, 4:00 PM CST** website @ <http://www.scsk12.org/procurement/bids>. Please do not submit question in PDF format.

5.0 BID TIMELINE

Bid Posted	September 8, 2022
Pre-bid Date	September 15, 2022, 9:00 AM
Questions Due	September 16, 2022, 2:00 PM
Q&A Posted	September 19, 2022, 4:00 PM
Bid Submission	September 23, 2022, 2:00 PM

6.0 POINT OF CONTACT

Mary Taylor, Senior Advisor
Procurement
taylorm15@scsk12.org

Ashley Washington, Senior Buyer
Procurement
washingtonap@scsk12.org

7.0 CONTRACT MONITOR/SCBE SUPERVISION

The Contractor's performance will be under the direction of the Buyer/Requesting Department who will be responsible for ensuring contractor's compliance with the requirements of this contract to include managing the daily activities of the contract, providing guidance to the contract, and coordination. The Contractor shall be accountable to the end users on all matters relating to the scope of work.

8.0 CONTRACT TYPE

The contract resulting from this solicitation will be a firm fixed contract.

9.0 PAYMENT TERMS

The Contractor shall submit an invoice detailing the product or services provided and the actual costs incurred. Payment shall be in accordance with line-item price on the purchase order and made within Net 30 days upon receipt of invoice.

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

10.0 INVITATION FOR BID (IFB) REVISIONS

Should it become necessary to revise any part of this IFB, addenda will be posted on SCBE <http://www.scsk12.org/procurement/bids>. Failure of any offeror to receive or acknowledge receipt of such addenda or interpretation shall not relieve any offeror from any obligations under this IFB as amended by all addenda. All addenda so issued shall become part of the award.

11.0 SUBMISSION DEADLINE

In order to be eligible for consideration, bids must be received in the Procurement Office no later than **2:00 PM CST on September 23, 2022, 160 South Hollywood Street, Room #126, Memphis, TN 38112**. Vendors mailing bids shall allow sufficient carrier delivery time to ensure timely receipt of their bid in the Office of Purchasing & Supply Services prior to the deadline. Any bid received in the Purchasing Office after the submission deadline, no matter what the reason, will be returned unopened. **Bids responses delivered to any other location shall not constitute delivery to the Procurement Services Office.**

12.0 BID OPENING

The SCBE shall receive sealed bids until the bid due date indicated on the bid front cover sheet. At the time of the public bid opening (as directed on the front cover sheet), the Buyer or designee shall open all bids

received and record the responses. A copy of the bid tabulations will be made available upon written request via Open Records Request. The SCBE shall then review all responses and analyze the results of the bidding process. A final recommendation(s) shall be prepared by the requesting department. Upon acceptance and approval of the bid(s) by the Procurement Director, the Director may grant its approval subject to such conditions as it may deem appropriate.

All bids shall be publicly opened at the **Procurement Services Office, 160 South Hollywood Street, Room #126, Memphis, TN 38112** on the date specified on the bid. In the event of inclement weather on the due date of a bid and The SCBE is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.

13.0 DURATION OF BID

A bid submitted in response to this solicitation is binding upon the bidder and is considered irrevocable for a minimum of 120 days following the closing date for receipt of initial bids.

14.0 E- COMMERCE

IFBs will be published on the Procurement website @ www.scsk12.org/procurement/bids and advertised when applicable in the local newspapers, the Commercial Appeal and/or Daily News. The Procurement website also serves to publish any addenda, associated materials, Contractor questions and the SCBE's responses, and other solicitation related information.

The successful bidder must be an active vendor in APECS to receive Purchase Orders and Payment. Instructions on how to register are detailed on the Procurement website @ <http://www.scsk12.org/procurement>, Doing Business with MSCS.

The successful Contractor must also be registered in EschoolMall ESM in order to submit an electronic copy of their bid proposal, if required in addition to the hard copy proposal delivered to the Procurement Services Office at 160 South Hollywood Street, Room #126.

SCBE does not discriminate in educational programs, activities or employment on the basis of race, color, national origin, sex, age, religion or disability. Bidders will be required to comply with all applicable requirements pertaining to fair labor, state and local government

15.0 INSURANCE

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

16.0 LIQUIDATED DAMAGES

The successful Bidder accepts this contract with the understanding that should they fail to complete the work/delivery in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the bid document. Liquidated damages for this project are as follows:
\$500.00 /per day substantial completion deadline missed, and \$500.00/per day completion deadline missed.

17.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

In accordance with TN Code Ann. 49-5-413, unless explicitly excluded by statute; and pursuant to Memphis - Shelby County Schools' requirements, Vendors (persons, corporations or other entities) whose employee(s), subcontractor(s), or representative(s) will come in contact or close proximity to MSCS students during the course of business, must require their employee(s), subcontractor(s), or representative(s) to supply a fingerprint sample, and submit to a criminal history records check through the Tennessee Bureau of Investigation (TBI), and they will issue them a greenlight letter. Once they receive the greenlight letter, an appointment should be made with Memphis - Shelby County Schools ID Department. A copy of the greenlight letter, along with \$30.00 (exact change or company check), will be required to obtain a MSCS Vendor ID Badge. A MSCS Vendor ID Badge is required before permitting the person to have contact with the children or entering school grounds.

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

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

18.0 COMPLIANCE WITH LAWS

Offerors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Offeror's violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles SCBE to terminate this Contract immediately upon delivery of written notice of termination to Offeror.

19.0 BONDING

- A. **BID BOND:** Bidders are **required** to submit a bid bond in the amount of five percent (5%) of the total estimated contract amount for each individual school location, as determined by SCBE and specified in the IFB, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that may exceed \$100K. **Should the Bidder withdraw their bid response without entering into a contract the Bid Bond may be forfeited in whole or in part.**
- B. **PERFORMANCE AND LABOR BOND:** The successful Bidder(s) will be **required** to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred percent (100%) of the total estimated contract amount for each individual school location, as determined by SCBE and specified in the IFB, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceeds \$100K.
- C. The bond, cashier or certified check must be made in favor of the **SHELBY COUNTY BOARD OF EDUCATION, MEMPHIS, TENNESSEE 38112.**

20.0 TERMS AND CONDITIONS

Any contract entered in connection with this solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein.

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

In the event of conflict between the General Terms and Conditions shall take precedence.

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

21.0 BASIS OF AWARD

Contract(s) shall be awarded to the qualified, lowest responsible and responsive bidder(s) offering the lowest bid price on the time and materials bases. **Bidders must be able to complete the project on or before December 3, 2022.**

Pricing shall remain firm for the initial term of the agreement.

22.0 OPTION TO RENEW CONTRACT PERIOD **(DOES NOT APPLY)**

Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.

Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least sixty (90) days prior to the renewal term and shall be accompanied by supporting documentation.

Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Memphis - Shelby County Schools.

23.0 STATE OF TENNESSEE CERTIFICATE OF EXISTENCE

Title 48 of Tennessee Code requires all contractors and subcontractors that are domestic or foreign Corporations, Limited Liability Companies, Limited Partnerships, or Limited Liability Partnerships to be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization). This includes being duly incorporated, authorized to transact business, and/or in compliance with other requirements as detailed by the Secretary of State.

Bidder shall submit a State of Tennessee Certificate of Existence or other State of Tennessee issued documentation verifying the bidder is in Good Standing with the Department of Assessment and Taxation of Tennessee and/or registered to do business in the State of Tennessee.

Certificates of Status may be obtained online at <https://tnbear.tn.gov/ecommerce/default.aspx>.

Bidders that are domestic or foreign corporations, limited liability companies, limited partnerships, or limited liability partnerships, must be in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization).

24.0 RESOLUTION FOR PROTEST AND DISPUTES

The Procurement Director shall attempt to resolve informally all protests of bid award recommendations. Vendors are encouraged to present their concerns promptly to the buyer for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.

A. RIGHT TO PROTEST

Prior to the commencement of an action in court concerning the controversy, any actual vendor who claims to be aggrieved in connection with a solicitation, the solicitation process, or a pending award of a contract may protest to the Buyer. Procurement Director shall attempt to resolve informally all protest of award recommendations. Protest shall be submitted in writing within seven (7) days after such claimant knows or should know of the facts giving rise to the protest.

1. An aggrieved bidder of standing or offeror may protest to the Buyer a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder who would be directly next in line for an award should the protest be supported.
 - a. The protest shall be in writing addressed to the Buyer with a copy to the Procurement Director and shall include the following:
 - The name address and telephone number(s) of the protester.
 - Identification of the solicitation
 - Statement of reasons for the protest
 - Supporting documentation to substantiate the claim
 - The remedy sought
2. The protest must be filed with the Procurement Office within seven (7) calendar days of the recommendation of award or notification to the bidder or offeror that their bid or proposal will be rejected.
3. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.
4. The Procurement Director shall inform the Chief of Business Operations (CBO) upon receipt of the protest.
5. The Procurement Director shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

B. Bond Requirements

1. Neither a protest nor a stay of award shall proceed under this section unless the protesting party posts a protest bond. The protesting party shall post with the Procurement Director, at the time of filing a notice of protest, a bond payable to the Shelby County Board of Education in the amount of five percent (5%) of the lowest cost proposal evaluated or, if a protest is filed prior to the opening of cost proposals, the bond payable shall be five percent (5%) of the estimated maximum liability provided in the procurement document. The protest bond shall be in form and substance acceptable to the Shelby County Board of Education and shall be immediately payable to the Shelby County Board of Education conditioned upon a decision by the protest committee that:
 - a. A request for consideration, protest, pleading, motion, or other document is signed, before or after appeal to the Chief of Business Operations, in violation of subsection (b).
 - b. The protest has been brought or pursued in bad faith; or
 - c. The protest does not state on its face a valid basis for protest.
2. The bond shall be payable to the Shelby County Board of Education for any other reason approved by the Procurement Office. The Board of Education shall hold the protest bond for at least eleven (11) calendar days after the date of the final determination by the Procurement Director. If the protesting party appeals the Procurement Director's determination to the protest committee, the Procurement Director shall hold the protest bond until instructed by the General Counsel Office to either keep the bond or return it to the protesting party.
3. At the time of filing notice of a protest of a procurement in which the lowest bid or lowest evaluated cost proposal is less than one million dollars (\$1,000,000), a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business protesting party may submit a written petition for exemption from the protest bond requirement of subsection (c). The petition shall include clear evidence of a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business status. On the day of receipt, the petition shall be given to the chief procurement officer. The chief procurement officer has seven (7) calendar days in which to make a determination. If an exemption from the protest bond requirement is granted, the protest shall proceed as though the bond were posted. Should the chief procurement officer deny an exemption from the requirement, the protesting party shall post the protest bond with the chief procurement officer as required in subsection (c) within five (5) calendar days of the determination.

C. APPEAL OF CONTRACT AWARD DECISION

The Procurement Director shall issue a decision in writing. Any decision of an award protest may be appealed to the CBO within seven (7) days of issuance of the decision by the Procurement Director

Any decision of an award protest may be appealed to the Superintendent within seven (7) days of issuance of the decision by the Chief of Business Operations.

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

25.0 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

The Shelby County Board of Education (hereafter referred to as the “Board”) recognizes that minority, women, and small business owners frequently face unique problems that are not encountered by majority-owned businesses. Therefore, it is the policy of the Board to take necessary affirmative steps, in accordance with 2 CFR 200.321, to assure that equal opportunities are provided for MWBEs to participate in the performance of District contracts financed in whole or in part with federal funds.

2 CFR § 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Certified MWSBE Vendor Directory

To access Memphis - Shelby County Schools list of certified MWBE vendors, please use the link below.

<http://www.scsk12.org/mwbe/index>

Go to the “Certified Vendor Directory” tab and follow the instructions to download the entire list of certified MWSBE firms.

PART III: BID SUBMISSION REQUIREMENTS

1.0 GENERAL FORMAT

- A. Bidders must submit one (1) original and should submit one (1) USB (with Bid formatted into a single pdf file) of the bid submission at the date and time that bids are due. The Electronic USB media shall bear a label on the outside containing the IFB number and name as well as the name of the Bidder and include all requested information and documents. **SCBE RESERVES THE RIGHT TO CONTRACT IN THE BEST INTEREST OF SCBE, AND TO REJECT ANY AND ALL BIDS AT ANY TIME PRIOR TO AWARD.**
- B. Bid submission shall be labeled on the outside of each submitted package with the following:
1. Bidder's name and business address.
 2. Bid Due Date/Time for receipt of Bids, and
 3. Invitation for Bid (IFB) number and Title
- C. Each bid must include a Transmittal Letter and Table of Contents. All pages must be numbered consecutively from beginning to end and separated by tabs as described below:
1. **TRANSMITTAL LETTER (TAB A):** Bids are to be accompanied by a brief transmittal letter prepared on the bidder's letterhead and signed by an individual who is authorized to commit the Offeror to the services and requirements in the IFB. This transmittal letter shall include:
 - a. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the bidder to the contract, who will receive all official notices concerning this IFB.
 - b. The bidder's Federal Tax Identification Number or Social Security Number.
 - c. Acknowledgement of all Addenda to this IFB. (Appendix F)
 2. **FORMS (TAB B): (include the following)**
 - a. **Completed Bid Identification Submittal Form (Attached to the Outside of IFB Packet)**
 - b. Completed Non-Collusion Certificate (Notarized) (Appendix B)
 - c. Completed Debarment Affidavit (Notarized) (Appendix C)
 - d. Completed Anti-Bribery Affidavit (Notarized) (Appendix D)
 - e. Completed Pricing Quote Confirmation (Appendix E)
 - f. Completed Addenda Acknowledgement form (Appendix F)
 - g. Complete Promise of Non-Discrimination Statement (Appendix G)
 - h. Local Preference Purchasing (Appendix H)
 - i. Completed attached MWBE Documents (Appendix I) **(Mandatory submission with proposal)**

- j. Completed Bid Proposal Cost Form (Appendix J)
- k. **Bid Bond**, in the amount of 5% of the total amount of the Bid **(Must be included with submission)**
- l. Any other required documents specified in the IFB or Project Manual

3. ADDITIONAL DOCUMENTS

- a. Bidder may be requested to provide resumes of staff who will participate on this project

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

PART IV: SCOPE OF WORK

Error! Reference source not found.

TREES / SHRUBBERY

- The contractor will safely trim trees and remove branches identified.
- The contractor will safely cut back all shrubbery identified in the front, back and on both sides of the entire building. (Including the playground area if applicable)
- The contractor will spray trees (brush) & shrubbery solution around the entire building to prevent overgrowth of trees/ shrubberies.
- Service existing shrubbery, add mulch, flowering and extend brick barrier.
- Install Sod/Grass to the front area of school grounds.
- Mow, Edge, and Trim around the entire campus.
- Remove all weeds. (Including in parking lot pavements)
- Vendor will be responsible for the total completion of all services identified in this scope including clean up and removal of all debris. (*No Exceptions*)

The following scope describes the work requested to be completed at **Shady Grove, 5360 Shady Grove Rd, Memphis, TN 38120**. The contractor will furnish the labor and materials to complete in accordance with the above specification with the payment to be made upon completion and approval of the project. All material and work shall be guaranteed or warranted for a period of **(12) twelve months**, beginning on the approved/clearance date. This shall include all normal wear and tear and shall exclude any causes created by abnormal circumstances. All work is to be completed in a workmanlike manner, including tasks to be ecstatically sound. All surfaces shall be properly prepped for superior adherence and adequate bonding for a long-lasting finish, according to professional industry standards and practices. The awarded project is to be completed in 30 days (about 4 and a half weeks). If, for any reason or unforeseen circumstance, a written request for an extension must be submitted in writing 10 days (about 1 and a half weeks) prior to the 30-day deadline. NO EXCEPTION. ECH will review your request to determine if it is applicable.

- A representative of Early Childhood Facilities Maintenance must approve any altercations or deviations from the above scope. This agreement shall be followed by a signed addendum. The agreement is contingent upon

contractors being competent and equipped to complete the scope in its entirety. All work in the scope is designated but not limited to the outlined description.

PART V: BID FORM

BID IDENTIFICATION SUBMITTAL FORM

(TO BE ATTACHED TO THE OUTSIDE OF THE BID PACKAGED)

IFB # 09232022MT

PROJECT TITLE: Error! Reference source not found. **Shady Grove Exterior Landscaping Project**

PROJECT LOCATION: Error! Reference source not found.

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

RESPONDENT IDENTIFICATION (PRIME CONTRACTOR)

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

TENNESSEE PRIME CONTRACTOR LICENSE INFORMATION

License Number	Expiration	Classification, applicable to project	Limitation

SUBCONTRACTORS TO BE USED ON THIS PROJECT: If work is required for Electrical, Plumbing, HVAC, or Geothermal, Masonry, list subcontractor(s) that will perform that work. If Prime Contractor will perform that work with Prime Contractor's own forces, fill in Prime Contractor's name as subcontractor. If there is no work in a category, write "None Required" in the space. If acceptance of alternate or combination of alternates changes subcontractor, so indicate. Provide State contractor license number, expiration date and applicable classifications for Prime Contractor and listed subcontractors. If value of subcontractor's work is such that no license is required, and subcontractor is unlicensed, fill in "N/A" in the license number column, but still fill in name. Please provide all names in the same style as used for licensing and other legal transactions, without embellishment.

	Name, Address, City, State, Zip	License			
		Number	Expiration	Classification	Limitation
Electrical					
Plumbing					
HVAC					
Geothermal					
Masonry					

SIGNATURE OF PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS

X

PART VI: APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR SEALED BIDS

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

1.0 INVITATION TO BID

- A.** The SCBE invites all interested and qualified vendors to submit sealed bids for the procurement of goods and services in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- B.** Bidder may be asked to submit supporting documentation for bid analysis in reference to Memphis - Shelby County Schools Local Preference Purchasing Program (Policy #2011).

2.0 GENERAL BID REQUIREMENTS

- A. SINGLE PRICE:** The Bidder will not be allowed to offer more than one price on each item even though the Bidder may feel that it has two or more types or styles that will meet specifications. Bidder must determine which to offer. If said Bidder should submit more than one price on any item, all prices for that item will be rejected.
- B. AGGREGATE BIDS:** Where provision is made on the Bid form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the SCBE. When an aggregate bid is requested, the unit prices for each item shall be identified in the bid response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.
- C. COMPLIANCE WITH SPECIFICATIONS:**
 - 1. The awarded Bidder shall abide by and comply with the true intent of the specifications.
 - 2. Awarded Bidder shall not take advantage of any unintentional error or omission
 - 3. Awarded Bidder shall fully complete every part as the true intent and meaning of the specifications, as decided by the Procurement Director. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
 - 4. The successful bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to The SCBE, which would provide sufficient data to enable The SCBE to judge the bidder's compliance with the specifications.
- D. DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Bidder, in writing, as an attachment to the bid response. Bidders are fully aware that any deviations may render their bid as non-responsive. The absence of a written list of specification

deviations attached to the bid response will hold the Bidder strictly accountable to The SCBE to the specification as written. After Bid award, any deviation by the Awarded Bidder from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

- E. SUB-CONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the SCBE. The Awarded Bidder shall provide the name of the sub-contractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications. The information may be used in considering the potential performance capabilities of the sub-contractor(s). The Awarded Vendor shall not, without prior written consent of The SCBE, assign any of the monies payable under the contract.
- F. COOPERATIVE PURCHASING:** The SCBE reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the State of Tennessee as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Bidder. The SCBE does not assume any responsibility other than to obtain pricing for the specifications provided.

3.0 PRICES

- A. UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the bid request. All unit prices on items bid shall be completed on the Bid sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the bid, the unit price shall govern.
- B. UNITS OF MEASURE:** Wherever The SCBE indicates the unit of measure required for bidding purposes and the Bidder's price(s) is based on a different unit of measure than that indicated in the bid, it shall be at the sole discretion of SCBE to determine whether the Bidder's price will be recalculated. The SCBE will not accept any bids with bidder escalator clauses, unbalanced figures, or irregular features.
- C. CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- D. PRICE REDUCTIONS:** The SCBE reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.

- E. TAXES:** SCBE is a tax-exempt entity and, as such, is exempt from the payment of taxes, including but not limited to sales and use taxes, federal excise taxes and federal highway use taxes.
- F. EXTRA CHARGES:** Unless agreed by the parties in writing, charges in excess of the amounts agreed upon in the final contract shall not be allowed.
- G. NO COMMITMENT:** This IFB does not commit SCBE to award a contract, pay any costs incurred in the preparation of any Bid submitted, procure or contract for Services from any Bidder or any other person. Accordingly, each Bidder shall be responsible for all costs incurred in the preparation and submission of its Bid or in any part of its participation in the pre-award process.
- H. CONDITIONS AND ASSUMPTIONS:** All Bids and related documents submitted shall be based on the same conditions and assumptions that will underlie any prospective final contract between SCBE and the successful Bidder. Thus, in establishing the terms of any resulting contract, SCBE may assume the conditions and assumptions underlying the Bid submitted by the successful Bidder are accurate.
- I. ETHICS IN PUBLIC CONTRACTING:** By submitting its Bid, Bidder certifies that its Bid is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Bidder, supplier, manufacturer, subcontractor, customer or other person in connection with its Bid and that it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, employment, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- J. PROHIBITED CONTACT:** Registered and non-registered lobbying of SCBE staff members or Board members with respect to a pending project or award is prohibited during the time period between the date the IFB is advertised and the date a final contract is awarded. ANY CONTACT BETWEEN SCBE STAFF MEMBERS OR BOARD MEMBERS AND ANY REPRESENTATIVE OF A RESPONDENT RELATING TO A PENDING PROJECT OR AWARD (WHETHER BY WRITING, TELEPHONE, E-MAIL OR OTHERWISE) OUTSIDE OF PROPERLY SCHEDULED MEETINGS, OTHER THAN AS INTENDED AND INITIATED BY AN SCBE STAFF MEMBER, SHALL BE GROUNDS FOR DISQUALIFICATION OF THE BIDDER FROM THE PROCESS. By submitting a Bid, the Bidder represents and warrants that it has not made, and will not make, any contact prohibited by this paragraph.
- K. CONFLICT OF INTEREST:** Bidder certifies that no SCBE Board member, staff member or any SCBE employee has a financial or beneficial interest in the Bidder.
- L. MANDATORY USE OF FORM AND MODIFICATION OF TERMS AND CONDITIONS:** Failure to submit a Bid on any official form provided for that purpose may be cause for rejection of a Bid. Return of the complete form is required. Modification of, or additions to, the general terms and conditions of this IFB may be cause for rejection of the Bid. Notwithstanding, the SCBE Director of Purchasing reserves the right to decide on a case-by-case basis, in his or her sole discretion, whether to reject such a Bid.
- M. ERRORS OR OMISSIONS:** The Bidder shall not be allowed to take advantage of any errors or omissions in the specifications set forth in this IFB. Where errors or omissions occur in this IFB, the Bidder shall promptly notify the contact person listed in this IFB and report the identified error or omission. Inconsistencies in the specifications are to be reported before Bids are submitted to SCBE.
- N. LIABILITY FOR IMPROPER DATE OR TIME PROCESSING:** By submitting a Bid, the Bidder agrees that, if it becomes the successful contractor, the Bidder will indemnify and hold harmless SCBE and the officers, employees, Board members and agents of SCBE against any claim of, or liability for, breach of any contract related to the Services that is caused directly or indirectly by the failure of

computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

- O. AUDIT:** Unless the contract is a firm fixed price contract, SCBE shall be entitled to audit the books and records of the successful contractor or any subcontractor thereof to the extent that such books and records relate to the performance of the successful contractor's contract with SCBE. Accordingly, the successful contractor agrees, and any subcontractor thereof will agree, to retain all books, records and other documents relative to this IFB and the related contract for a period of three (3) years from the date of final payment under the contract for the contractor and for a period of three (3) years from the date of final payment under the subcontract for the subcontractor, unless a shorter period is otherwise authorized in writing the SCBE. By submitting a Bid, the successful contractor grants to SCBE the right to perform or have performed by its authorized agents and/or auditors, an audit of the books and records of the successful contractor. Consequently, SCBE will have full access to, and the right to examine, any of said materials following the giving of reasonable notice during said period. **BIDDERS ARE HEREBY NOTIFIED THAT ALL RECORDS OF ALL PERSONS CONTRACTING WITH THE SCBE MAY BE SUBJECT TO THE TENNESSEE PUBLIC RECORDS ACT.**
- P. COMPLIANCE WITH PROCEDURES:** The successful contractor will comply with all procedural instructions that may be issued from time to time by SCBE. However, the substantive terms and conditions of the contract shall not change without the written consent of all parties thereto.
- Q. OBLIGATION OF SUCCESSFUL CONTRACTOR:** By submitting a Bid, the successful contractor covenants and agrees, based upon its own investigation of the conditions to be met, that it fully understands its obligation and that it will not make any claim under, or have any right to cancellation or relief from, the contract because of any misunderstanding or lack of information.
- R. FORMAT OF SERVICES; SATISFACTION OF SCBE:** The Bidder agrees that, if it becomes the successful contractor, the Bidder will fully provide to SCBE, to the best of its capabilities, the Services in substantially the format, quality and scope required by, or indicated in, this IFB, including any modifications and additions hereto. Furthermore, the Bidder agrees to be responsible for providing the Services in a manner and to an extent satisfactory to SCBE.
- S. DELIVERY:** By submitting a Bid, the Bidder agrees that, if it becomes the successful contractor, the Bidder will deliver to SCBE all items required to be delivered by this IFB and the Agreement in a form, which is complete and ready for use.
- T. TAXES:** The successful contractor shall determine, be responsible for and pay any applicable taxes related to the Services or the Agreement, including but not limited to any property tax, sales tax, federal excise tax or federal highway use tax. SCBE is a tax-exempt organization and shall not be billed for, nor be expected to pay, any taxes applicable to the Services. **A COPY OF DOCUMENTATION VERIFYING THE "TAX EXEMPT" STATUS OF SCBE IS AVAILABLE AND WILL BE FURNISHED TO THE SUCCESSFUL CONTRACTOR UPON REQUEST.**
- U. SUPPORT:** If it becomes the successful contractor, the Bidder agrees and affirms that, throughout the Agreement Term, it will utilize its best efforts to assist and support SCBE in addressing any problem whatsoever relating to the Services or the Agreement.

4.0 STABILITY OF FIRM

- A. Bids will not be considered from companies who are currently involved in official financial reorganization or bankruptcy proceedings.

5.0 FEDERAL GRANT FUNDS

- A. The Respondent understands and agrees that it is possible federal grant funds may be used in connection with certain delivery orders issued pursuant to and under the contract agreement. Accordingly, prior to commencing and all work under any and all delivery orders pursuant to and under the contract agreement, the respondent shall ascertain and verify if federal grant funds are to be used by MSCS. If MSCS will use any federal funds in connection with a delivery order, it is the obligation of the respondent and the respondent understands and agrees that the respondent shall adhere to and comply with all applicable federal laws, regulations circulars, executive orders, procedures and guidelines, as and if applicable, amended from time to time.

6.0 QUALIFICATION SUBMISSION

- A. **BIDDER ADDRESS:** Each bid must show the full business address, telephone number, email and fax number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary.
- B. **PARTNERSHIPS:** Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- C. **CORPORATIONS:** Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of authorization to do so.
- D. **BID PREPARATION FEES:** The SCBE will not be responsible for any costs incurred by a Bidder in preparing and submitting a Bid in response to a bid.
- E. **BID EVALUATION:** While these specifications are intended to describe the principal features of the items bid, Bidders are notified that the proposed items will be evaluated for compliance with detailed specifications. The bid specifications shall vary with each individual bid issued, and the award shall be made in accordance with the General Terms and Conditions, which identify an individual line item, group bid or an aggregate basis. Bids shall be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. Evaluation may also be made for other factors such as serviceability, functional suitability, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. The SCBE will consider the Bidder's record and performance of any prior contracts with the SCBE, federal departments or agencies, or with other public bodies.
- F. **TIE BIDS:** In the event of tie bids, where all other factors such as past performance on purchases/contracts or Bidder's service or delivery record are considered comparable, the selection of the successful Vendor shall be made by the Procurement Director via a coin toss.

- G. BID AWARD:** Bids will be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. The award may be subject to final review and approval by the SCBE. Upon acceptance and approval of the bid(s) by the SCBE, the SCBE may grant its approval subject to such conditions as it may deem appropriate. In such cases, a Notice of Award will not be issued until the award has been approved by the SCBE.

7.0 COMMENCEMENT OF SERVICES

- A.** The SCBE shall have no obligation to pay for services performed before the Notice of Award is executed; SCBE approves the contract or after the contracts ends. The SCBE shall have no obligation to pay for services in excess of the monetary amount of the award. The SCBE shall have no obligation to pay for services before a purchase order is issued.

8.0 ADDENDA

- A. QUESTIONS/INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Inquiries are to be sent in writing via email to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- B. ISSUANCE:** Any changes to the bid specifications will be made through the appropriate addenda. Failure of any Bidder to receive such addenda or interpretation shall not relieve any Bidder from any obligations under this bid as amended by all addenda. All addenda so issued shall become part of the award.

9.0 ANNULMENTS AND RESERVATIONS

- A. RIGHT TO REJECT:** The SCBE reserves the right to exercise its statutory option to reject any or all bids and re-advertise for other bids. The SCBE reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the SCBE also reserves the right not to order any items(s) within the specification.
- B. WAIVER OF TECHNICAL DEFECTS:** The SCBE reserves the right to waive minor technical defects or minor irregularities, if in its judgment the interest of The SCBE shall so require.
- C. CONTRACT RESERVATIONS:** The SCBE reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The SCBE materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The SCBE to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including but not limited to Acts of GOD, war, flood, governmental restrictions, or the inability to obtain transportation, The SCBE reserves the right to purchase the required articles in the open market, or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of GOD, war, flood, governmental action, or the inability to obtain transportation, The SCBE reserves the right to

withdraw such items or required work from the operation of this contract without incurring further liabilities.

10.0 TERMINATION OF CONTRACT

- A. TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The SCBE may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. The SCBE shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- B. TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the SCBE. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- C. TERMINATION FOR CONVENIENCE:** The SCBE has the right to withdraw from the terms of the contract, without liability or showing cause, by providing ten (30) calendar days, written notice to the Vendor. The Vendor shall be compensated for services rendered prior to the date of termination.

11.0 GOVERNING LAW

- A.** The bid shall be construed in accordance with, and interpreted under, the laws of the State of Tennessee. Any lawsuits arising out of such bid shall be filed in the Circuit Court of Shelby County, Tennessee.

12.0 CONTRACT TERMS AND CONDITIONS

- A. INCORRECT INVOICES:** Invoices will be returned for correction unless they contain the following information: Item Numbers, Description of Item, Quantity, Unit Price extensions, and total. Each invoice shall reflect the SCBE Purchase Order Number, Ship to Location, and all the items on the invoice shall be listed in the same sequence as listed on the Purchase Order.
- B. PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.
- C. LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the SCBE, then the SCBE shall have no obligation to pay for the stale invoices.
- D. CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the SCBE. Vendor and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and The SCBE for the mutual disclosure of such records by and among the Vendor, The SCBE and the SCBE's employees, agents, volunteers and contractors.

- E. INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the SCBE of Education and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorneys' fees, litigation expenses and court costs, connected therewith, brought against the SCBE, the SCBE and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.

13.0 INSURANCE:

C.1.1 Contractor Provided Coverages

All insurance obtained by the Contractor pursuant to this Agreement shall be written by insurance companies licensed to do business in Tennessee and acceptable to SCBE. In no event shall the companies have an A. M. Best rating of less than A-, financial size VIII.

Prior to the commencement of any operations by or on behalf of the Contractor relating to the Project, and with respect to any and all such operations, the Contractor shall procure, maintain and provide to SCBE and the:

- 1) Evidence of Contractor's **Commercial Automobile Liability Insurance**. A certificate of insurance and copy of endorsement shall be provided as evidence of:
 - a) Coverage for SCBE, their officers, directors and employees as additional insureds.
 - b) Coverage to apply to all liability arising out of the ownership or use of all vehicles owned by, hired by, borrowed by, or used on behalf of the Contractor.
 - c) Waiver of Subrogation to be provided in favor of SCBE, the Design Professional and their officers, directors, and employees.
 - d) If hazardous materials or waste are to be transported, the policy will be endorsed with the MCS-90 endorsement in accordance with the applicable legal requirements.

This insurance shall be for an amount not less than \$1,000,000 combined single limit each accident

- 2) Evidence of Contractor's **Workers' Compensation and Employer's Liability Insurance**. A certificate of insurance or, at SCBE's request, a certified policy copy shall be provided as evidence of:
 - a) Coverage for claims for damages arising out of bodily injury, occupational sickness or disease or death of Contractor's employees under any applicable workers' compensation statute or any other applicable employers' liability law. Certificate of insurance or policy must clearly identify that coverage applies in the state of Tennessee.
 - b) A waiver of subrogation by the insurer against SCBE the Design Professional and their officers, directors and employees.
 - c) This insurance shall include employers' liability limits of not less than \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury by disease in the aggregate.
- 3) Evidence of Contractor's **Commercial General Liability Insurance**. Certificate of insurance and copies of endorsements to Contractor's primary commercial general liability policy and shall be provided as evidence of:

- a) Coverage for SCBE and the Design Professional, their officers, directors and employees as additional insureds as respects claims or liabilities arising from or connected with Contractor's work, operations and completed operations. The additional insured endorsements shall be at least as broad as the current editions of CG 2010 (1001) during the course of construction and CG2037 (1001) until the expiration of the statute of repose, or its insurance carrier equivalent.
- b) Coverage shall be primary and non-contributing with any coverage SCBE maintains in its own name and on its own behalf.
- c) Coverage shall be written on an occurrence coverage form, with coverage at least as broad as that provided under the current edition of the ISO Commercial General Liability coverage form, CG 0001. Other than standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and professional liability, there shall be no limitations or exclusions beyond those contained in the standard policy forms. In addition to procuring and maintaining this insurance during the duration of the contract, contractor agrees to continue to procure and maintain products and completed operations liability insurance coverage for a minimum of six (6) year(s) after the date the contract is completed or terminated or in accordance with the applicable statute of limitations under state law, whichever is longer.
- d) Waivers of subrogation by insurers against SCBE, Design Professional and their officers, directors and employees.
- e) Contractual Liability Insurance applicable to the indemnification agreement contained in Section 21.01 of this Agreement.
- f) The required amounts of primary Commercial General Liability Coverage in the amount of:

\$1,000,000	Bodily Injury and Property Damage Limit for each occurrence
\$1,000,000	Personal & Advertising Injury
\$2,000,000	General Aggregate (Annual)
\$2,000,000	Products/Completed Operations Aggregate (annual)

The general aggregate limit shall apply separately to each project.

- 4) Evidence of Contractor's **Excess or Umbrella Liability Insurance**. Certificate of insurance and copies of endorsements to Contractor's Excess or Umbrella liability policy and shall be provided as evidence of this excess liability or umbrella insurance with an annual aggregate amount of not less than \$5,000,000 for the Contractor and \$1,000,000 limits required of subcontractors unless otherwise stated in the Contract Documents and shall be excess and follow form over primary coverages included herein. Such coverage will be excess and follow form of the Commercial Auto Liability, Employers Liability and the Commercial General Liability policies and "drop down" for defense and indemnity in the event of exhaustion of the underlying insurance.
- 5) Evidence of **Professional Liability Insurance**

Professional Liability insurance if Contractor (or applicable Subcontractors) will perform professional services in connection with the Work, including but not limited to engineering, architectural, medical, testing, environmental assessment or remediation, or design-build services, with a minimum limit of One Million Dollars (\$1,000,000) per Wrongful Act, Error, or Omission, and a minimum Two Million Dollars (\$2,000,000) per Claim and Annual Aggregate Limit.

6) Evidence of **Contractors Pollution Liability Insurance:**

Each Occurrence Limit and in the Aggregate:

\$2,000,000

Coverage applies to third-party bodily injury and property damage claims (including natural resource damage), and clean-up costs, caused by pollution conditions which result from covered operations performed by, or on behalf of, contractors and subcontractors of all tiers at the Project Site. Coverage shall apply to claims for mold and fungus damage that result from the work as well as gradual and sudden and accidental pollution incidents arising from activities of the contractors working at the project site. Coverage must be evidenced for on-site and off-site transportation which may result in a pollution incident/event and non-owned disposal site coverage (if applicable to the project). The policy shall be endorsed to provide a Waiver of Subrogation in favor of SCBE, Design Professional. In addition, SCBE their officers, directors and employees shall be included as Additional Insureds.

7) Evidence of **Contractor's Equipment Insurance:**

The Contractor is responsible for their tools and equipment including, but not limited to, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed. Contractor acknowledges and agrees that SCBE will not be responsible for any loss or damage to their tools and equipment. If insured, the Contractor's insurance policies covering tools and equipment will include a waiver of subrogation and any other rights of recovery in favor of SCBE. If uninsured, the Contractor will hold harmless SCBE, and Design Professional for loss or damage to their tools and equipment.

8) Evidence of **Aircraft/Aviation Liability Insurance:**

Should any of the Contractors' work include using any owned, leased, chartered, or hired aircraft of any type, whether manned or unmanned, for the project, minimum limits minimum limits in the amount of:

Each Occurrence Limit and in the Aggregate (including passenger liability): \$5,000,000

The operator must maintain liability insurance covering bodily injury and property damage on a Combined Single Limit basis. If non-employee passengers are carried, there cannot be a per-passenger sublimit.

Prior to commencing operations, the operator must provide SCBE with a certificate of insurance naming SCBE, their officers, directors and employees as additional insureds on a primary and non-contributory basis. Operator and their insurer(s) must hold SCBE harmless and waive subrogation with respect to damage to the aircraft

If aircraft is to be used to perform lifts at the Project Site, a "slung cargo" endorsement must be included to cover the full replacement value of any equipment being lifted.

C.1.2. Contractor's Insurance Primary.

Any coverage applicable to SCBE under Contractor's insurance policies shall be primary and non-contributing with any insurance maintained by SCBE in its own name and on its own behalf. Copies of endorsements to Contractor's policies shall be provided to SCBE.

C.1.3. Cancellation.

All such insurance shall be in form and substance satisfactory to SCBE and shall provide that not less than thirty (30) days' notice of cancellation or non-renewal, other than non-payment of premium which shall be ten (10) days' notice, be provided to SCBE and all Additional Insureds and certificate holders. If unavailable, Contractor must provide SCBE with thirty (30) days' advance written notice of cancellation, other than non-payment of premium, which shall be ten (10) days' notice. Contractor must notify SCBE of any material change or reduction in coverage to the Contractor's insurance policies.

C.1.4. Certificates of Insurance - Contractor Provided Insurance

Coverage Requirements

As shown in Section C.1

Additional Insured Wording for Contractors shall read:

Shelby County Board of Education, Design Professional and their officers, commissioners, agents and employees as now or hereafter exist as respect to the services / work to be performed under this Agreement, for coverages as required by contract.

Additional Insured Wording for Subcontractors shall read:

The Shelby County Board of Education, Design Professional and their officers, commissioners, representatives, agents and employees ATIMA and Awarding Contractor are additional insureds as respect to the services / work to be performed under this Agreement for coverages as required by contract.

Filing of Certificates

Certificates of insurance acceptable to SCBE shall be filed with SCBE prior to commencement of the Work. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment.

C.1.5. Subcontractors Flow-Down Clause.

All Subcontractors are subject to the same insurance requirements as Contractor with the exception that Subcontractor Excess or Umbrella limits may be lower per paragraph C.1.1 4) should SCBE so choose. Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain such insurance and upon request, must promptly furnish SCBE with copies of certificates of insurance evidencing coverage for each Subcontractor.

C.1.6. The Right of SCBE to Maintain Insurance.

In the event the Contractor fails to furnish and maintain the required insurance or to furnish certificates of insurance, SCBE shall have the right, at its option, to terminate this Agreement or to take out and maintain such insurance and hold the Contractor liable for the cost. Compliance by the Contractor with the requirements of this Article shall in no way relieve the Contractor from liability under any provision of this Agreement or the Contract Documents.

C.2. SCBE Provided Insurance.

Contractors and sub-contractors shall be responsible for purchasing builder's risk insurance coverage at all tiers under this project.

C.3. Other Insurance

Any type of insurance or any increase of limits of liability not described in this section which the Contractor or any Subcontractor requires for their own protection or on account of any statute will be their own responsibility and their own expense. Any type of insurance or any increases of limits of liability not described herein that the Contractor or any Subcontractor requires for its own protection or on account of statute shall be its own responsibility and its own expense. If the Contractor or the Subcontractors maintain any insurance policies covering owned, leased or borrowed, equipment, such policies shall contain a waiver of subrogation against SCBE. Each item must be shown as a line item and approved by SCBE.

C.4. Deductibles

The Contractor shall be responsible for the payment of the deductible amounts for any insurance in force pursuant to this Agreement whether such insurance is furnished by SCBE or the Contractor.

C.5. Insurance for Project Property While outside the United States and Canada.

If any project property is in transit or is located outside the continental United States or Canada for any reason, Contractor shall arrange to insure such property for its full replacement value separate from the other insurance described herein.

C.7. No Representation of Coverage Adequacy.

In specifying minimum Contractor insurance requirements, SCBE does not represent that such insurance is adequate to protect Contractor for loss, damage or liability arising from its work.

Contractor is solely responsible to inform itself of the types or amounts of insurance it may need beyond these requirements to protect itself. The insurance requirements set forth in minimum amounts shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude SCBE from taking such other actions as is available to it under any other provision of the contract.

C.8. Contractor Responsibilities

The Contractor will cooperate with and will require all eligible Subcontractors to cooperate with SCBE. The Contractor and eligible Subcontractor's responsibilities will include, but not be limited to:

- 1) Compliance with any applicable Construction Safety Program.
- 2) Provision of necessary contract, operations and insurance information, including verification of current Worker's Compensation Experience Modifier.
- 3) Contractor shall provide its current Worker's Compensation Experience Modifier and evidence that it can comply with this contract's insurance requirement at time of bid.

C.9. Approval of Forms and Companies

All insurance described in this Section will be written by an insurance company or companies satisfactory to SCBE and licensed to do business in Tennessee and will be in a form and content satisfactory to SCBE. No party subject to the provisions of this contract will violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein.

C.10. Coverage to be provided by Contractor during Warranty Period

During the period following the final acceptance date and prior to expiration of the warranty period hereunder, Contractor will maintain in full force and effect all insurance as specified in paragraph C.1 covering all Work performed during such period.

C.11. Waiver of Subrogation and Waiver of Rights of Recovery

Contractor waives all rights of subrogation and recovery against SCBE and Design Professional. The Contractor and each Subcontractor will require all Subcontractors to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work.

C.12. No Release

The provision of any insurance by SCBE will in no way be interpreted as relieving the Contractor or any Subcontractor of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

14.0 NON-ASSIGNABILITY

- A. This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of the SCBE. Any attempt to do so without such written consent shall be null and void of no effect.

15.0 GENERAL RECORDS CLAUSE

- A. The Vendor shall agree that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by The SCBE and made available by the Bidder to the SCBE and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of five (5) years after final payment or such longer period of time as required by law or rule or regulations.

16.0 SOLE AGREEMENT

- A. This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or bids shall not be considered a part of this Contract.

17.0 PROTECTION OF PROPERTY

- A. Bidder will use reasonable care to avoid damaging existing buildings, equipment, and property at The SCBE sites and all material furnished by the SCBE. If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the SCBE as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.

18.0 PUBLIC STATEMENTS

- A. Bidder shall not use or reference the Name or Emblem of the Memphis, - Shelby County Schools in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange), without the prior written consent of the SCBE, whose consent will not be unreasonably withheld. Purchase by the SCBE of any articles, material, merchandise, or service does not imply that the SCBE has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the SCBE in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the SCBE is prohibited by the United States Criminal Code - Section 706.

19.0 BID FORM

- A.** All pricing submitted shall be prepared and submitted using the enclosed Bid Form(s) and not using other forms or formats. Bidders, who modify the Bid Form(s) or include supplemental pricing or conflicting cost information, will be considered non-conforming and the bid will be rejected.

20.0 SENSITIVE INFORMATION

- A.** The bidder shall not publish or otherwise disclose, except to the SCBE and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in publications whereby the information or data furnished by, or about particular person or establishment can be identified, except with the consent of such person or establishment.
- B.** The parties shall not use or disclose any information about a recipient receiving services from, or otherwise rerolled in, a SCBE program affected by or benefiting from services under this bidder for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

21.0 NON-HIRING OF EMPLOYEES

- A.** No employee of the SCBE shall be employed or encouraged to become employed by the bidder.

22.0 RELATIONSHIP TO THE SCBE

- A.** The bidder will be legally considered as an independent contractor and neither the firm nor its employees will, under any circumstances, be considered an employee or agent of the SCBE. The SCBE will not be legally responsible for any negligence or other wrongdoing of the contractor, its servants or agents.

23.0 AVAILABILITY OF FUNDS

- A.** SCBE for the purchase of such articles. The obligation of the SCBE on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual SCBE appropriations for the fiscal year(s) involved.

24.0 INFRINGEMENT OF PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OTHER INTEREST

- A.** The following terms apply to any infringement, of claim or infringement, of any patent, trademark, copyright, trade secret or other proprietary interest based on the manufacture, normal use or sale of any material, equipment, programs or services furnished by Bidder to the SCBE, unless such infringement or claim results from the Bidder following written instruction or directions of the SCBE. Bidder shall indemnify the SCBE, for any loss, damage, expense, or liability that may result by reason of any such infringement or claim. Bidder shall defend or settle, at Bidder's own expense, any action or suit for which Bidder is responsible hereunder. The SCBE shall notify Bidder promptly of any claim or infringement for which Bidder is responsible and shall cooperate with Bidder in every way to facilitate the defense of any such claim.

25.0 NON-DISCRIMINATION

- A.** The Contractor is to conduct business in a non-discriminatory manner prohibiting discrimination in any manner against any employee or applicant for employment because of sex, race, creed, color, age, mental or physical disability, sexual orientation or national origin.

26.0 LEGAL COMPLIANCE

- A.** Specifically, contractor shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of contractor and contractor's subcontractors are screened through the Federal Government's E-Verify system, found at www.dhs.gov/E-Verify . This is a "no fee" service.

APPENDIX B - NON-COLLUSION CERTIFICATE

(TO BE SUBMITTED WITH BID)

IFB # 09232022MT

PROJECT TITLE: Shady Grove Exterior Landscaping Project

PROJECT LOCATION/SCHOOL: 5360 Shady Grove Road; Memphis, TN 38120

I HEREBY CERTIFY that I am the _____ and the duly authorized

Representative of _____

Whose address is _____ and

THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent:

- (1) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith.
- (2) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price Bid of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

(SIGNATURE)

(DATE)

PRINTED OR TYPED NAME)

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

x_____ Notary Public

My commission expires: _____

APPENDIX C - DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH BID)
IFB # 09232022MT

PROJECT TITLE: Error! Reference source not found.

PROJECT LOCATION/SCHOOL: 5360 Shady Grove Road; Memphis, TN 38120

_____, being first duly sworn deposes and says that he is an officer in the _____ and the party making a certain Bid or bid dated, _____ 20____, to Board of Education of Shelby County:

I further affirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

I further affirm that:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Officer, if the bidder is a corporation

x _____
Partner, if the bidder is a partnership

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

x _____ Notary Public

My commission expires: _____

APPENDIX D - ANTI-BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH BID)
IFB # 09232022MT

PROJECT TITLE: Shady Grove Exterior Landscaping Project

PROJECT LOCATION/SCHOOL: 5360 Shady Grove Road; Memphis, TN 38120

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

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Tennessee Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Officer, if the bidder is a corporation

x _____
Partner, if the bidder is a partnership

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

x _____ Notary Public

My commission expires: _____

APPENDIX E – PRICING CONFIRMATION

(TO BE SUBMITTED WITH BID)

IFB # 09232022MT

PROJECT TITLE: Error! Reference source not found.

PROJECT LOCATION/SCHOOL: 5360 Shady Grove Road; Memphis, TN 38120

CONTRACTOR NAME: _____

ADDRESS: _____

TO: BOARD OF EDUCATION OF SHELBY COUNTY

We propose to provide **Error! Reference source not found.** to the Board of Education of Shelby County in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions of **IFB # 09232022MT – Shady Grove Exterior Landscaping Project.**

Instructions:

Each vendor shall provide a fixed price for each cost item listed on the Bid Form. *Bidders must bid on all items listed or no bid.* Price shall be fixed for the initial contract award year(s).

The undersigned agrees to furnish all labor, materials, and services necessary to provide for **Shady Grove Exterior Landscaping Project** Board of Education of Shelby County in accordance with the attached specifications, and other related contract documentation.

Vendors must complete all cost items on the included Bid Form or insert NO BID

Name _____ **Title** _____

Signature _____ **Date** _____

Email Address _____

APPENDIX F - ADDENDA ACKNOWLEDGEMENT

(TO BE SUBMITTED WITH BID)

IFB # 09232022MT

PROJECT TITLE: Shady Grove Exterior Landscaping Project

PROJECT LOCATION/SCHOOL: 5360 Shady Grove Road; Memphis, TN 38120

CONTRACTOR NAME: _____

(If applicable) Please complete and return with your bid response.

I the undersigned acknowledge the receipt of the following addenda to this solicitation

Addendum #1- Date Received _____

Addendum #2 - Date Received _____

Addendum #3 - Date Received _____

Addendum #4 - Date Received _____

Signature

Title

Vendor Name

Email

Contact Phone Number

APPENDIX G – PROMISE OF NON-DISCRIMINATION STATEMENT

(TO BE SUBMITTED WITH BID)

IFB# # 09232022MT

PROJECT TITLE: Shady Grove Exterior Landscaping Project

PROJECT LOCATION/SCHOOL: 5360 Shady Grove Road; Memphis, TN 38120

CONTRACTOR NAME: _____

ADDRESS: _____

Know All Men by These Presents, that the Contractor (hereinafter "Company"), in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by the SHELBY COUNTY BOARD OF EDUCATION, hereby consents, covenants and agrees as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any Proposal submitted to Memphis - Shelby County Schools or the performance of any contract resulting from.
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all businesspersons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;
- (3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make voluntary good faith efforts to solicit LSBEs to do business with this Company.
- (4) That the promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption.
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

CONTRACTOR'S AUTHORIZED REPRESENTATIVE

NAME _____ **TITLE** _____

SIGNATURE _____ **DATE** _____

LOCAL PREFERENCE PURCHASING

I. PURPOSE

To give a local preference to businesses located in Shelby County, Tennessee for the purchase of supplies, materials, equipment, and services.

II. SCOPE

This policy applies to District level contracts with a total dollar purchase greater than \$25,000.

III. DEFINITION

- A. Local Preference Purchasing means giving preference to businesses located within Shelby County, Tennessee in the purchase of personal property, materials, and contractual services and in constructing improvements to real property or to existing structures.
- B. Local Business means a vendor or contractor who holds a valid license to do business in Shelby County, Tennessee; has a street address within the limits of said locality for a continuous period of at least six (6) months prior to bid or proposal opening date; and has proof that Shelby County Personal Taxes are current (applies to local businesses who have been doing business in Shelby County, Tennessee for a year or more).

IV. POLICY STATEMENT

The Shelby County Board of Education recognizes that a significant amount of funds are spent on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The Board also recognizes that dollars used in making purchases are derived largely from revenues generated from businesses located within Shelby County, Tennessee. The Board believes that funds generated in the community should be placed back into the local economy. Therefore, it is the policy of Shelby County Board of Education to provide a preference to local businesses in procurement transactions whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

In the bidding of, or letting for procurement of supplies, materials, equipment and services, with a total price greater than \$25,000, if the lowest responsive bidder is a regional or nonlocal business, then all bids received from Local Businesses are decreased by five (5) percent. The original bid is not changed; the five (5) percent is calculated only for the purpose of determining the Local Preference. The Local Preference cost differential is not to exceed one hundred thousand dollars (\$100,000.00).

In the case of request for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, Local Businesses will be assigned five (5) percent of the total evaluation points up to a maximum of five (5) points.

In the event of a tie between a local and non-local business, favor shall be given to the Local Business and a coin toss method will be used to break ties between two (2) or more local businesses meeting said specifications.

Exceptions

This preference shall not apply to purchases or contracts that are funded in whole or in part by a governmental entity if the laws, regulations or policies governing such funding prohibit application of the Local Preference; when exigent emergency conditions or noncompetitive situations exist; and when a particular purchase, contract, or category of contracts for which MSCS is the awarding authority is waived upon written justification and recommendation of the Board.

Restrictions

The Local Preference shall apply to District level purchases only. The preference shall apply to new contracts for supplies, materials, equipment, and services first solicited after January 29, 2013.

V. RESPONSIBILITY

- A. The "users" of services are responsible for furnishing an objective evaluation of their needs and for identifying the specifications of the services to be delivered.
- B. The Chief Financial Officer is responsible for developing final specifications and obtaining all bids, requests for proposals, and contracted service agreements.
- C. The Chief Financial Officer is responsible for ensuring that all services have been properly approved and all procedures followed before signing contractual agreements.
- D. The Superintendent is responsible for ensuring compliance with this policy.



APPENDIX I - MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES UTILIZATION
MEMPHIS-SHELBY COUNTY SCHOOLS
FORM B - LETTER OF INTENT TO
PERFORM AS A SUBCONTRACTOR OR SUBCONSULTANT
(PROVIDE MATERIALS, SUPPLIES, OR/& SERVICES)

Project Name: _____ Project/Bid # _____

Name of Prime Bidder/Proposer: _____

Address: _____
Street City State Zip Code

Telephone: _____ Email: _____

Name of Certified MBE or WBE Vendor: _____

The undersigned intends to perform work in connection with the above project as:

_____ Minority Business Enterprise _____ Woman Business Enterprise

The MWBE status of the undersigned is certified by the City of Memphis, Memphis and Shelby County Airport Authority, Mid-South Minority Business Council Continuum – Uniform Certification Agency (UCA), Shelby County Government or TriState Minority Supplier Development Council (TSMSSDC) and approved by Memphis-Shelby County Schools.

Our firm is certified by _____
Certification number is _____ Expiration date _____

The undersigned is prepared to perform the following described work or provide materials/supplies in connection with the above project (*specify in detail particular work items, materials or services to be performed or provided*):

Description of work to be performed by certified MBE or WBE vendor:

Subcontracting at any tier must be reported and is subject to all MWBE compliance requirements. This form shall be used for MWBE subcontracting at any level.

Date Name of Certified MWBE Company

Title of Authorized Officer Phone Number Email Address

(Signature)

For purposes of this program the MWBE must reside within the Shelby County and possess a Shelby County, Tennessee business license
Due with bid/proposal, IF the bidder has identified MBE or WBE participation that will be used on the project.

APPENDIX J - BID PROPOSAL FORM
(TO BE SUBMITTED WITH BID)
IFB# 09232022MT

PROJECT TITLE: Shady Grove Exterior Landscaping Project

PROJECT LOCATION: 5360 Shady Grove Road; Memphis, TN 38120

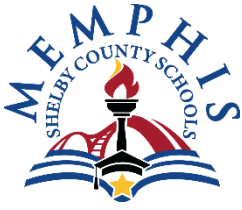
Prime Contractor Name: _____

Prime Contractor's Address: _____

TO: Shelby County Board of Education, Memphis, Tennessee, 38112

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

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



REMINDER **MEMPHIS-SHELBY COUNTY SCHOOLS** **SUPPLIER DIVERSITY PROGRAM** **DOCUMENTATION OVERVIEW**

MEMPHIS-SHELBY COUNTY SCHOOLS SUPPLIER DIVERSITY PROGRAM DOCUMENTATION OVERVIEW		
Form	Submission Requirements	Required Form
M/WBE Subcontractor Project Plan and Subcontractor Supplier Utilization Plan List percentage and total dollar amount of such participation by M/WBE subcontractors and suppliers the Vendor will use on the project	Due with bid/proposal	Form A
Letter of Intent to Perform as a Subcontractor or Subconsultant Identifies M/WBE participation that will be used on the project Form B is signed by the M/WBE	Due with bid/proposal, IF the bidder has identified M/WBE participation that will be used on the project Must match firms listed on Form A	Form B
Listing of Good Faith Efforts (GFE) Indicate the actions you undertook to recruit and solicit minority vendors, subcontractors, vendors or suppliers for this project and/or other aspects of the company's business Submit evidence of the Bidder's intent to comply with MBE, WBE or SBE Program goals and procedures including documentation for #1 - #15 of the GFE Affidavit	Due with bid/proposal, IF the bidder fails to achieve the MWBE established project goal	Affidavit
MWBE GOOD FAITH EFFORT DOCUMENTATION LIST ALL CERTIFIED MWBE FIRMS NOTIFIED Submit FORM C with Good Faith Effort Affidavit along with other supporting documents (evidence)	Due with bid/proposal, IF the bidder fails to achieve the M/WBE established project goal	Form C



Small Business Enterprise Program (Sheltered Market Program)

In accordance with Board Policy 2010, Administrative Procedures Manual, Definition 1.6, a Small Business Enterprise is a business that meets the federal small business size standards and is independently owned and operated, is organized for profit, and is not dominant in its field. Size standards based on an industry-by-industry basis. (See 13 CFR 121). Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at <http://www.sba.gov/content/table-small-business-size-standards>. The Small Business Enterprise Program (SBE) is a race and gender-neutral program. For purposes of this program the small business enterprise principal owner must reside within Shelby County, possess a Tennessee Driver's License, and Shelby County, Tennessee business license.

The Department of Minority, Women-Owned and Small Business Enterprises in consultation with the Procurement Director will designate certain procurements as sheltered market procurement opportunities, which will only be open for competition by and between SBEs. The MWSBE Manager and the Procurement Director may agree to exclude any procurement in this category from the sheltered market at their joint discretion. The sheltered market procurement requirement will only apply when there is a reasonable expectation that offers will be obtained from three or more SBEs that are competitive in terms of market prices, quality, and delivery. Notwithstanding the fact that a solicitation is made under the auspices of our Sheltered Market Program, the District reserves its right to reject any bid or response to *request for proposal* when it does not meet the budgetary needs of the District.

ELIGIBLE SBE FIRMS

IT IS THE RESPONSIBILITY OF THE BIDDER AND THE BIDDER MUST VERIFY WITH MEMPHIS-SHELBY COUNTY SCHOOLS (CONTACT INFO BELOW) THAT THE SBE MEETS THE ELIGIBILITY REQUIREMENTS OF THE SBE PROGRAM BEFORE SUBMITTING SBE BID DOCUMENTS. A listing of current SBE certified firms can be found on Memphis-Shelby County Schools Department of Minority, Women-Owned and Small Business Enterprises webpage <http://www.scsk12.org/mwbe/>. To find the best results from the **Certified Vendor Directory**, it is recommended to download the entire directory including commodity codes. For purposes of this program the SBE must reside within Shelby County, possess a Tennessee Driver's License, and Shelby County, Tennessee business license.

Approved Certification Agencies for the Memphis-Shelby County Schools SBE Program include City of Memphis Equal Business Small Business Enterprise (SBE), Mid-South Minority Business Council Continuum's Uniform Certification Agency (SBE), and Memphis Shelby County Airport Authority (SBE).

Request for verification must be submitted to the Memphis-Shelby County Schools, Department of Minority, Women-Owned and Small Business Enterprises listed below:

Joyce Douglas, MWSBE Manager
Memphis- Shelby County Schools
Department of Minority & Women-Owned Business Enterprises
160 S. Hollywood Street, Suite 318
Memphis, TN 38112
Phone: (901) 416-4737, Email: douglasja@scsk12.org



SMALL BUSINESS ENTERPRISE PARTICIPATION FORM -1

INSTRUCTIONS TO BIDDERS

In accordance with Memphis-Shelby County Schools Board Policy 2010, Administrative Procedures, a Small Business Enterprise (SBE) is a business that meets the federal small business size standards and is independently owned and operated, organized for profit, and not dominant in its field. For purpose of this program a small business enterprise is a business enterprise with its headquarters and/or physical principal office located in Shelby County, Tennessee; Proof of Shelby County Personal Property Taxes and all other necessary local business operational taxes inherent to businesses in Shelby County are appropriately paid; Size threshold designated by SBA standards based on an industry-by-industry basis. (See 13 CFR 121). Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at <http://www.sba.gov/content/table-small-business-size-standards>.

Project Name: _____ Project/Bid # _____

Name of Prime Bidder/Proposer: _____

Company Name: _____

Address: _____ Street
City State Zip Code

Telephone: _____ Email: _____

By signing this document, I understand that my business must be at least 51% owned, operated, and controlled by a Shelby County resident and located within the boundaries of Shelby County, Tennessee. I further understand that to participate as an SBE, an SBE must submit a COPY of valid **Tennessee Driver's License** and a COPY of a valid **SBE certificate** from one of the listed certifying agencies at the time of bid submittal:

Approved Certification Agencies for the Memphis Shelby County Schools SBE Program include City of Memphis Equal Business Small Business Enterprise (SBE), Mid-South Minority Business Council Continuum's Uniform Certification Agency (SBE), and Memphis Shelby County Airport Authority (SBE).

Title of Authorized Officer	Phone Number	Email Address

(Signature)	Date	

For questions and assistance, please contact the MSCS – MWSBE Office at mwbe@scsk12.org

THIS FORM, SBE CERTIFICATE, COPY OF TENNESSEE DRIVER'S LICENSE AND ALL REQUIRED DOCUMENTS MUST BE SUBMITTED WITH THE BID OR THE BID WILL BE CONSIDERED NON-CONFORMING.
053122

PRICING SCHEDULE

PROJECT TITLE: Shady Grove Exterior Landscaping Project

PROJECT LOCATION: Shady Grove Exterior Landscaping Project
5360 Shady Grove Road; Memphis, TN 38120

VENDOR/CONTRACTOR’S NAME	TURNKEY TOTAL PRICING - ALL PRICING (labor, pricing, etc.)	NUMBER OF DAYS NEEDED TO COMPLETE PROJECT



1364 Farmville Rd., Memphis, Tennessee 38122
(901) 416-1681

DATE: Monday, February 25, 2019

FROM: Emily Cater, Facilities
Director Facilities & Real
Estate Management

SUBJECT: Asbestos in Schools – Formal Notification

REFERENCE: U.S. Environmental Protection Agency Regulations 40 CFR, Part 763 – Asbestos Containing Materials in Schools, Final Rule and Notice (Federal Register Volume 52, No. 210, Friday, October 30, 1987)

The Environmental Protection Agency issued a final rule under Section 203 of Title II of the Toxic Substances Control Act (TSCA), 15 U.S.C. 2643, and effective December 14, 1987, to require all educational agencies to identify Asbestos Containing Materials in their school buildings and take the appropriate actions to control release of Asbestos Fibers. The local educational agencies are required to describe their activities in management plans which must be made available to all concerned persons and submitted to State Governors. This final rule requires that local educational agencies use specially trained and certified persons to conduct inspections for asbestos, develop management plans, and design or conduct major actions to control asbestos.

The Division of Facilities and Real Estate Management, Memphis-Shelby County Schools, has developed a plan for each school facility that shows where Asbestos Containing Materials or suspected Asbestos Containing Materials are to be found therein. This plan is available in the main office at each of our schools or facilities.

Therefore, any short-term worker/vendor/contractor installing services/equipment or making repairs in any facility of Memphis-Shelby County Schools will be responsible for determining whether or not their work will be in an area with Asbestos Containing Materials, it will be imperative that Memphis-Shelby County Schools, Division of Facilities and Real Estate Management, Office of Facilities Support, be advised and approve performance of such work before it is started.

ATTACHMENT "A"

MEMO, Monday, February 25, 2019

FROM: Emily Carter

TO: Contractors/Vendors Accomplishing Maintenance/Repairs or Installing
Equipment in Memphis-Shelby County Schools Facilities

SUBJECT: Asbestos in Schools – Formal Notification

The aforementioned regulations are extremely important. Violations of Title I of TSCA by persons other than local education agencies can result in civil penalties to you of up to \$25,000.00 per day. In addition, criminal penalties may be assessed to individuals who knowingly and willfully commit such violations.

Prior to completing any work in any Shelby County School Facility, you must complete Attachment A Form No. I (Certification of Receipt of Asbestos Notification) and return it to the Office of Procurement Services.

If your work will require the penetration of Asbestos Containing Material or the disturbance of Asbestos Containing Material in any school facility, please complete Attachment A Form No. II (Request of Approval to Disturb Asbestos) and forward it immediately to the Office of Procurement Services. Do not proceed until you have been contacted by the Asbestos Designated Person for Memphis-Shelby County Schools.

Attachment A Forms:

- I. Certification of Receipt of Asbestos Notification
- II. Request for Approval to Disturb Asbestos

TOBACCO USE OR POSSESSION

I. PURPOSE

To provide a safe and healthy environment for all employees, students, and visitors and to serve as a positive example to all students concerning the use of tobacco.

II. SCOPE

This policy applies to all employees, students, and visitors.

III. POLICY STATEMENT

The Memphis - Shelby County Schools system prohibits student smoking or possession of tobacco products, lighters or matches, on school campuses, at school sponsored activities or on school buses. Additionally, smoking and/or the use of all tobacco products, including smokeless tobacco, are prohibited in all Board of Education buildings¹ (schools and other facilities); in any public seating areas, including but not limited to, bleachers used for sporting events, or public

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

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

IV. RESPONSIBILITY

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

Legal Reference:

1. Section 1042 of the Environmental Tobacco Smoke/Pro-Children Act of 1994

2. TCA 39-17-1604(6)(10); TCA 39-17-1605; TCA 39-17-1606

3. TCA 39-17-150

SMOKING PROHIBITED

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



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

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

Memphis - Shelby County Schools Vendor/Contractor Fingerprint Instructions

The following steps will walk you through how to register for fingerprinting as a vendor.

- Vendors/Contractor will obtain a **Vendor number** from **MSCS Procurement Department**.
- Vendor/Contractor will contact TBI at 615-744-4095 to obtain their own ORI number
- What is needed to obtain this ORI Number:
 - 1. Letter of Purpose
 - 2. Business License
 - 3. Copy of their contract with MSCS
- Vendor/Contractor will register on IDENTGO website: www.identogo.com.
- Select "Digital Fingerprinting".
- Select **"Tennessee" on the state drop down box; then click Go.**
- **Select "Digital Fingerprinting".**
- Select **"Schedule a New Appointment"**.
- Enter **"Service Code" issued by "TBI"**. There is an option to select I do not know my service code. When you select this option a drop box will provide you with a list of service codes to select
- **Enter your company's ORI Number**, when asked for the ORI Number.
- Select **Yes** when you receive this message: You have selected to be fingerprinted for **(Vendor's Company name)**. Is this correct?
- **Complete the Acknowledgement Release.**
- Enter all Personal Information that has a **Red asterick***.
- At the bottom of the registration under **"Applicant's Employer Information"** please enter Your **Company's Information**.
- Then click **Send Information**.
- If all Information appears correctly, click **Go**.
- **Method of Payment** choose **Visa or Mastercard. Pay \$35.15 on Site using your credit card/money order or company's check.**
- Vendor/Contractor will still be fingerprinted at MSCS Fingerprinted/Background Dept after registering online but call (901) 416-8016 to make an appointment. MSCS is not listed as a location to be processed online.
- TBI will review the background result based on statutory criteria under **TCA 49-5-413**.
- TBI will issue a letter to the Vendor stating if the employee meets or does not meet criteria.
- If employee meets the criteria, TBI will issue a **greenlight letter (referral)**.
- If they don't meet the criteria, TBI will issue a red letter.
- Vendor/Contractor will submit their greenlight letter to MSCS Fingerprinting & ID Dept along with \$30 dollars cash or company check. located at 160 S. Hollywood, Memphis, TN 38112 to obtain an ID badge.
- MSCS Fingerprinting Dept. will maintain a copy of the greenlight letter.

Bring the following items with you to your fingerprinting appointment:

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

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

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

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