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INVITATION TO BID (ITB) 2026-02

This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: May 12, 2026

BID TITLE: MCS-ITB-2026-02

CONTACT: Laurel Sanders, Murfreesboro City Schools Purchasing Agent

PHONE: 615-893-2313, Ext. 10059

E-MAIL: laurel.sanders@cityschools.net

Responses to this Invitation to Bid (ITB) shall be submitted electronically through the OpenGov Procurement Portal at: <https://procurement.opengov.com/portal/murfreesborotn>

Vendors are responsible for ensuring that their submissions are completed and received through the portal prior to the designated deadline. Late submissions will not be accepted and shall be considered nonresponsive. All bids will be publicly opened and read aloud via Zoom. A link will be provided to all those registered as following this bid. Only electronic bids will be accepted.

Solicitation documents, specifications, addenda, and related information may be obtained through the OpenGov Procurement Portal. It is the responsibility of each vendor to monitor the portal for any addenda or additional information issued by Murfreesboro City Schools.

Responses will be publicly opened by the MCS Purchasing Agent at the time designated in the ITB and/or associated addenda. Any public opening information or virtual meeting access details, if applicable, will be provided in the solicitation documents.

BID OPENING DATE: May 27, 2026

BID OPENING TIME: 2:30 p.m., Central Time

SECTION 1: GENERAL TERMS AND CONDITIONS

These Terms and Conditions shall be incorporated into and made a part of the resulting contract (“Contract”). For purposes of this solicitation, the term “Contract” shall mean the final executed agreement between Murfreesboro City Schools (“MCS”) and the successful bidder, including, but not limited to, the solicitation document, specifications, addenda, bidder’s response, purchase order, and any mutually agreed written amendments.

MCS reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the District.

Note: Throughout this document the terms Proposer, Contractor, Service Provider, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the words terms, quote, bid, proposal are used interchangeably and refer to the submission in response to any solicitation. Murfreesboro City Schools, will be referenced as "MCS".

1. **Bid Submission to Murfreesboro City Schools.** MCS is seeking bids for “MCS-ITB-2026-02” for the MCS Transportation Department. The scope of work is set forth in the specifications in Section 2 of this ITB. Electronic bids will be received by MCS until 2:30 p.m. local time on May 27, 2026, at which time the bids will be opened via Zoom.
2. **Deadline and Late Responses.** No bids received after bid opening date and time will be accepted. Bids received by the Purchasing Agent after the specified time will be considered late. MCS shall not be responsible for bids that are mailed or sent via private delivery services. MCS will not accept bids submitted by fax. Only electronic bids submitted through OpenGov shall be accepted.
3. **Organization of Bid and Completeness.** Please submit one electronic copy to the Purchasing Agent via MCS’s e-procurement portal, OpenGov. Bidders must allow sufficient time to ensure receipt of the bid. It shall be the sole responsibility of the bidder to have the bid submitted to MCS before the bid deadline. Partial or incomplete bids will be rejected. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible. Bidders are cautioned to verify their bid response prior to submission.
4. **Signature.** All bids must be signed by a duly authorized officer of the company empowered with the legal right to bind the company. A typed name will not be acceptable without the person’s written signature as well. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid. All submitted bids must be binding for a period of one (1) year from the bid submission deadline.
5. **Responses to Terms and Conditions.** Unless an exception is taken, the awarded contract will contain the requirements of this Invitation to Bid. In its sole discretion, MCS reserves the right to either consider or reject any bid which takes exception to the specifications or attached contract.

6. **Completeness of Invitation to Bid (“ITB”).** These documents, and those listed on OpenGov, constitute the complete set of specification requirements and ITB. The bidder is responsible for ensuring that all pages and all addenda are received. MCS advises all bidders to closely examine this ITB package and immediately direct any questions regarding the completeness of this ITB package and any addenda to the MCS Contact Person via the Question/Answer tab on OpenGov. Bidders must register with OpenGov to ensure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished through the website:
<https://procurement.opengov.com/portal/murfreesborotn>
7. **Communication with MCS.** Laurel Sanders is the MCS contact for coordinating communications between MCS and firms submitting bids. If additional information is required in order to make an interpretation of items in this ITB, written questions (including e-mails) will be accepted until five (5) business days prior (05/19/2026) to the bid opening date. All questions regarding the ITB should be addressed via OpenGov Question/Answer Tab or to laurel.sanders@cityschools.net. MCS specifically requests that no contact concerning this ITB be made with any other MCS personnel until the selection process has been completed. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of a bid.
8. **Discrepancies, Errors, and Omissions.** Any discrepancies, errors, omissions, or ambiguities in this ITB, the specifications or addenda (if any) should be reported to the contact person for MCS. If necessary, a written addendum will be issued on OpenGov, notification made to firms on record, and the addendum will be incorporated into the ITB and will become part of the contract. MCS will NOT be responsible for any oral instructions, clarifications, or other communications and no such oral communication may be relied on by any bidder. **MCS is not responsible for technical errors or omissions made by prospective bidders during the bid submission process that may result in a bid not being submitted, being submitted incompletely, or being submitted incorrectly. In the case of technical issues that are verified to be a MCS error, the Purchasing Agent will take reasonable steps to resolve the issue so that the process remains fair to all bidders.**
9. **Errors.** Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.
10. **Further Negotiation.** MCS reserves the right to further negotiate, after the ITBs are opened, with any potential vendor if such is deemed necessary at the discretion of MCS.
11. **Economy of Preparation.** ITB response should be prepared simply and economically, providing a straightforward, concise description of bidder’s capabilities to satisfy the requirements of the ITB. Emphasis should be on completeness and clarity of content.
12. **Public Records.** Bid responses and supporting documents submitted to MCS are subject to disclosure pursuant to the Tennessee Public Records Act, T.C.A. § 10-7-503 *et seq.*, unless otherwise exempt by law. Bidders claiming any portion of their submission is confidential or

proprietary shall clearly identify such information; however, MCS makes no guarantee that any information designated as confidential will be withheld from disclosure.

13. **Subcontracting.** If any part of the work is, or is to be, subcontracted, the bidder shall provide within the ITB response submittal a description of the subcontracting organization and the contractual arrangements made therewith. All subcontractors will be subject to approval by MCS. The successful bidder will also furnish, at the request of MCS, the corporate or company name and the names of the officers or principals of said companies proposed as subcontractors by the bidder.
14. **Bid Modification.** Bids may be modified, withdrawn, and/or resubmitted in writing to MCS prior to the deadline for bid submission via the procurement portal. After this deadline, no withdrawals or resubmissions may be made for any reason. Bidders must register with OpenGov to ensure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished through the website: <https://procurement.opengov.com/portal/murfreesborotn>
15. **Tax Exempt.** MCS is exempt from federal and state taxes. Upon request, MCS will provide a sales tax exemption certificate to the awarded firm. Contractors doing business with MCS shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to MCS, nor shall any vendor be authorized to use MCS's Tax Exemption Number in securing such materials.
16. **Contract Term.** If an award is made, any contract resulting from this ITB will be effective on the date the contract is approved and signed. The term shall be one year, with the option of four (4) additional one-year terms.
17. **Pricing Effective for One (1) Year.** The successful bidder shall provide in the bid price the cost for the goods or services rendered. Pricing shall be effective for one year from date of bid award. If, in the bidder's opinion, additional equipment or services are necessary, this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to MCS. To submit a bid implies consent to the terms set forth in this ITB. Additional years of the contract shall be subject to the following conditions:
 - a. **Approval Required.** No award or acquisition can be made until approved by the Board of Education. MCS will not be obligated to bidders for services until the completion of a signed contract approved by authorized officials of MCS. This solicitation in no manner obligates MCS to the eventual rental, lease, or purchase of any equipment or services described, implied, or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of MCS and may be terminated at any time prior to the signing of a contract.
 - b. **Terms and Conditions.** MCS reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which, in the judgment of the governing body, is in the best interest of MCS. MCS also reserves the right to make revisions to

any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased or services rendered.

- c. **Non-Appropriation of Funds.** In the event sufficient funds are not appropriated or otherwise made available to support continuation of the contract in any fiscal year, MCS may terminate the contract without penalty upon written notice to the contractor. MCS's obligation to make payments under the contract is contingent upon the availability of lawfully appropriated funds.
18. **Withdrawal of Bid.** No bidder may withdraw its bid for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event MCS awards a contract to a bidder and during such ninety (90) day period determines that such bidder will be unable to properly perform the contract, MCS reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the project.
 19. **Cost of Response.** MCS will not be liable for any costs incurred by the bidders in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. MCS makes no guarantee that any equipment or services will be purchased as a result of the solicitation and reserves the right to reject any and all responses. All responses and their accompanying documentation will become the record of MCS.
 20. **Contract.** The successful bidder's responses to this ITB shall be included as an addendum to the contract. Should any conflict or discrepancy arise between the ITB and the contract, the contract shall control. All bidders who are awarded contracts pursuant to this ITB agree to be bound by the terms and conditions set forth in the attached sample MCS Contract. If the bidder objects to any contract terms or proposes any additional terms such objections and terms must be set forth in the bid. Rejection of any proposed MCS Contract terms may be a basis for rejection of the bid.
 21. **Contract Termination.** MCS reserves the right to cancel the contract for the work without cost or penalty to MCS if, in the opinion of MCS, there is a failure at any time by the contractor to adequately perform the contract, or if there is any attempt to willfully impose upon MCS a material or product or workmanship which is, in the opinion of MCS, of an unacceptable quality. Cancellation of the contract shall not impair any rights or claim of MCS to damages for the breach of any covenants of the contract by the contractor. The contract awarded may be terminated upon any of, but not limited to, the following occurrences:
 - a. Bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners;
 - b. Failure of the bidder to provide satisfactory services or failure to comply with the specifications;
 - c. Unauthorized substitution of products other than those identified in the specifications or specifically approved by the MCS as a substitute prior to award of the contract;
 - d. Unsatisfactory performance of products supplied by the bidder or services provided by the bidder;
 - e. Fraud; or
 - f. Any other breach of the terms of the ITB specifications or contract.

22. **Contract Modification.** The contract may be modified only by written amendment executed by all parties and their signatories hereto.
23. **Independent Contractor.** The successful bidder shall perform all services as an independent contractor and not as an employee, agent, or representative of MCS. Nothing contained in this ITB or resulting contract shall be construed to create a partnership, joint venture, or employer-employee relationship between the parties.
24. **Replacement or Repair.** No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default. MCS, at its option and in lieu of immediate termination, may request the awarded bidder replace or repair any defective goods or correct performance by written notice to the contractor. In that event, the contractor shall take correct action within the amount of time specified by MCS in the written notice. Exercise of this option shall not relieve the contractor of any liability to MCS for damages for the breach of any covenants of the contract by the contractor.
25. **Expense of Legal Action.** Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the MCS prevails, awarded bidder shall pay all expenses of such action including MCS's attorney fees and costs at all stages of the legal action.
26. **Governing Laws.** The validity, construction, and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
27. **Severability.** Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
28. **Indemnification and Hold Harmless.** The successful bidder shall indemnify, defend, and hold harmless Murfreesboro City Schools ("MCS"), its officers, agents, and employees from and against any and all claims, demands, suits, actions, damages, losses, liabilities, penalties, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of the bidder, its employees, agents, contractors, subcontractors, or representatives in connection with the performance of the resulting contract. This obligation includes, but is not limited to, claims arising from bodily injury, sickness, disease, death, property damage, or violations of applicable federal, state, or local laws, regulations, ordinances, or employment requirements, including labor and wage laws. Pursuant to Tennessee Attorney General Opinion 93-01 and applicable Tennessee law, MCS shall not indemnify, defend, or hold harmless the successful bidder or any other party under any circumstances, notwithstanding any provision contained in the bidder's response, quotation, proposal, contract form, invoice, or other submitted document.

29. **Statutory Disqualification.** By submitting a response to this solicitation, the bidder represents and warrants that neither the bidder nor any of its officers, directors, shareholders, members, partners, employees, or agents has been convicted of, pleaded guilty to, or entered a plea of nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or any other state or federal criminal offense arising out of or related to a contract with Murfreesboro City Schools or any political subdivision of the State of Tennessee.
30. **Contractor's Employment Practices.** By submitting a response to this solicitation, the bidder represents and warrants that it maintains employment policies, standards, and practices that comply with all applicable federal, state, and local employment laws. The bidder further represents that it does not, and will not, discriminate in hiring, promotion, demotion, discipline, termination, layoff, compensation, or any other term or condition of employment on the basis of race, color, creed, religion, national origin, age, sex, disability, or any other status protected by applicable law. The bidder also represents and warrants that it is not in violation of, and will not violate, any applicable laws concerning the employment, accommodation, or treatment of individuals with disabilities.
31. **Non-Discrimination and Equal Employment Compliance.** The successful bidder shall comply with all applicable federal, state, and local laws, regulations, and executive orders relating to equal employment opportunity and nondiscrimination. The bidder represents and warrants that it does not and shall not discriminate against any employee, applicant, subcontractor, student, or member of the public on the basis of race, color, religion, creed, sex, national origin, age, disability, veteran status, or any other classification protected by applicable law in the administration of its employment practices, programs, services, or activities. The bidder further certifies that it maintains employment policies and practices that comply with all applicable laws concerning equal employment opportunity, accommodations for individuals with disabilities, and nondiscrimination in hiring, promotion, demotion, discipline, termination, compensation, layoff, and other terms and conditions of employment. Upon request, the bidder shall provide documentation reasonably demonstrating compliance with this provision.
32. **Conflict of Interest.** By submitting a response, it is represented that no officer, committee member, or director of MCS or other persons whose duty is to vote for, let out, overlook, or in any manner supervise any work on any contract for MCS has a "direct interest", as defined by T.C.A. §12-4-101, in the bidder or in the work which is subject to this ITB.
33. **Ethical Standards.** Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity of an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or bid therefore. A

breach of ethical standards could result in civil/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under MCS contracts.

34. **Payments and Invoicing.** Payments under the resulting contract shall be made upon submittal of an invoice after performance of the portion of the goods or services which each payment represents. Payment terms shall be Net thirty (30) days from MCS's receipt of a complete and accurate invoice. All invoices shall be itemized and shall include, as applicable, the bus number or fleet identification number, date of service, description of goods or services provided, tire manufacturer and size, itemized labor and materials, disposal fees, service call charges, and any other approved charges. MCS shall not be responsible for payment of any charges, fees, surcharges, or expenses not specifically identified in the bidder's pricing submission or otherwise approved in writing by MCS.
35. **Codes and Regulations.** All services and work done must comply with MCS, county, state, and federal laws, rules, codes, and regulations. All services rendered shall be in accordance with the specifications as described in Section 2. The contractor will obtain and pay for all permits, if any, necessary to perform the services.
36. **Prohibition on Tobacco Products.** There shall be no use of any tobacco, tobacco products, vapor devices and any other alternative smoking devices, including tobacco and electronic cigarettes, on property of Murfreesboro City Schools.
37. **Iran Divestment Act of Tennessee.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106. Bids not conforming with this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.
38. **Non-Boycott of Israel.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
39. **Evaluation of Bid.** Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A "responsive bidder" means a person who has submitted a bid response, which conforms in all material respects to the ITB. A "responsible" bidder means a person who has the capacity, reputation, and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference. MCS may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package. Any items proposed deemed not of equal and/or better and of comparable quality as that specified shall be cause for rejection of a bid. MCS will evaluate bid based on

lowest cost which fully conforms to specifications and whether the proposed costs and terms are, in the judgment of MCS, consistent with current market pricing, appropriate for the services provided, and commensurate with the level of quality expected. MCS reserves the right to award more than one bidder for this service. In addition to the price, the following aspects will be considered in the award of a contract:

- a. The ability of the bidder to perform the contract or to provide the material for service required;
- b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
- c. The character, integrity, reputation, experience, and efficiency of the bidder;
- d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
- f. Terms and conditions stated in the bid;
- g. Compliance with specifications or the ITB;
- h. Utilization of the format set forth in this ITB for submittal of a bid; and,
- i. Bidder's past performance with MCS.

40. **Bidder's Compliance.** MCS will evaluate proposals for compliance and completeness. The successful bidder shall provide all labor, accessories, and any other standard equipment necessary to provide the required towing services.

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

42. **Cooperative Purchasing.** MCS reserves the right to extend the use of any resulting contract to other governmental entities or educational institutions in accordance with applicable Tennessee law, upon mutual agreement of the parties.

SECTION 2: SCOPE OF WORK/SPECIFICATIONS

MCS is soliciting bids from qualified vendors to provide heavy-duty school bus tires, wheel alignments, roadside assistance, tire repair services, mounting and balancing services, preventive maintenance support, and related fleet tire services for the MCS Transportation Department. The successful bidder shall furnish all labor, equipment, tools, materials, transportation, supervision, and incidentals necessary to provide the requested goods and services in accordance with the specifications contained herein.

A. General Requirements

- a. All tires furnished under this contract shall be new, unused, first-quality, current production tires meeting all applicable federal and state requirements.
- b. Retreaded, regrooved, recapped, blemished, or previously used tires shall not be accepted unless specifically authorized in writing by MCS.
- c. All tires shall comply with applicable United States Department of Transportation (“DOT”) standards and Federal Motor Carrier Safety Administration (“FMCSA”) requirements.
- d. Tires supplied under this contract shall have a DOT manufacturing date code indicating manufacture within twelve (12) months prior to delivery unless otherwise approved by MCS.
- e. Vendor shall maintain sufficient inventory and staffing levels necessary to support uninterrupted operation of the MCS transportation fleet.
- f. Vendor shall comply with all Occupational Safety and Health Administration (“OSHA”) regulations and all applicable federal, state, and local laws.

B. Tire Specifications

- a. The successful bidder shall provide heavy-duty bus tires compatible with the MCS fleet, including but not limited to the following:
 - i. 11R22.5 tires
 - ii. Additional 22.5-inch commercial bus tire sizes as required by vehicle specifications
- b. Each bidder shall include with its bid the manufacturer’s name for all tires, equipment, or materials proposed to be furnished, including applicable type, model numbers, manufacturer’s descriptive bulletins, product specifications, and safety data sheets (“SDS”), if applicable. All guarantees and warranties shall be clearly stated.
- c. The information submitted shall be in sufficient detail to accurately describe the tires, equipment, and materials proposed. For the successful bidder, the manufacturer’s specifications, warranties, and submitted product information shall be incorporated into and made part of the resulting contract with MCS.
- d. MCS reserves the right to reject private-label or off-brand tires determined to be unsuitable for fleet use. All tires shall meet the following minimum requirements:

Requirement	Minimum Standard
Load Rating	Compatible with axle loads up to 20,000 lbs. front axle and 40,000 lbs. rear tandem axle
Speed Rating	Minimum 75 mph
Tread Type	Highway/all-position or drive tread, as specified by MCS
Tread Depth	Manufacturer’s standard original tread depth
Tire Manufacturers	Nationally recognized commercial tire manufacturers suitable for heavy-duty school bus fleet operations.

C. Tire Installation and Repair Services

- a. Vendor shall provide tire mounting, balancing, repair, and replacement services including:
 - i. Mounting and dismounting using equipment designed for heavy-duty commercial bus tires.
 - ii. Spin balancing for steer tires and other wheel positions as requested by MCS.
 - iii. Use of corrosion-resistant wheel weights.
 - iv. Tire repairs performed in accordance with Rubber Manufacturers Association (“RMA”) guidelines and industry standards.
 - v. Plug-only tire repairs shall not be permitted. All repairs shall utilize approved patch/plug combination repair methods.
 - vi. Vendor shall remove and properly dispose of scrap tires and related waste materials in compliance with Environmental Protection Agency (“EPA”) regulations and all applicable environmental laws.
 - vii. Vendor shall not perform additional repairs, replacements, or services beyond the originally requested work without prior authorization from MCS Transportation Department personnel.

D. Wheel Alignment Services

- a. Vendor shall provide computerized wheel alignment services for heavy-duty buses including, but not limited to:
 - i. Thomas Built Buses
 - ii. IC Bus vehicles
- b. Alignment services shall include measurement and adjustment of camber, caster, toe, thrust angle, and complete axle alignment as applicable to vehicle configuration.
- c. Vendor shall provide printed or electronic “before and after” alignment reports documenting all measurements, tolerances, and adjustments performed.
- d. Standard alignment services shall be completed within four (4) hours per vehicle whenever reasonably possible.

E. Emergency Roadside Assistance

- a. Vendor shall provide emergency roadside tire service for buses operating within Rutherford County and surrounding service areas during all regular MCS school operations, including summer school and other scheduled student transportation periods.
 - i. Emergency roadside service shall be available during route operations and other times when MCS buses are actively in service.
 - ii. Vendor shall provide a response time not to exceed three (3) hours, unless delayed by conditions beyond the vendor’s reasonable control.
 - iii. Major holidays on which MCS is closed are excluded unless service is specifically requested and accepted by the vendor.
- b. Vendor shall identify any geographic service limitations or additional charges applicable outside the standard service area.

- F. **Preventive Maintenance Program.** The vendor shall offer a structured preventive tire maintenance program designed to support safe and efficient fleet operations. The program shall include routine tire inspections, air pressure checks and inflation adjustments, tread depth monitoring, tire rotation recommendations, and analysis of irregular tire wear patterns. Upon request by MCS, the vendor shall provide reports summarizing tire condition, replacement recommendations, tire wear trends, and cost-per-mile analysis or other relevant fleet performance information.

- G. Service Levels.** The successful bidder shall provide timely and reliable service sufficient to support MCS's transportation operations and minimize disruption to bus routes and fleet availability.
- a. Routine tire service, including scheduled tire inspections, repairs, mounting, dismounting, and balancing, shall be completed within forty-eight (48) hours of request unless otherwise approved by MCS.
 - b. Tire-only replacement services shall be completed within seventy-two (72) hours of request. Emergency roadside tire service for buses actively in service shall be provided as soon as practicable, but in no event later than three (3) hours after notification, unless delayed by circumstances beyond the vendor's reasonable control.
 - c. The successful bidder shall maintain sufficient staffing, equipment, and inventory to meet these service expectations. Repeated or consistent failure to meet the required service levels may be deemed a breach of contract and may result in cancellation or other remedies available to MCS.
 - d. Vendor shall identify whether services will be performed at the vendor's facility, at MCS facilities, through mobile service vehicles, or through a combination thereof.
- H. Vendor Qualifications, Performance, and Compliance.** Bidders shall demonstrate that they possess the experience, staffing, equipment, and technical expertise necessary to provide reliable tire, alignment, roadside, and related fleet services for heavy-duty school buses.
- a. At a minimum, bidders shall have at least three (3) years of experience servicing heavy-duty vehicle fleets and shall demonstrate prior experience servicing fleets consisting of at least twenty-five (25) buses or equivalent commercial vehicles.
 - b. Bidders shall employ or have access to qualified technicians with ASE certification or other equivalent industry-recognized training or certification relevant to heavy-duty tire service, wheel alignment, and fleet maintenance.
 - c. Each bidder shall provide at least three (3) references from governmental, educational, or commercial fleet customers of similar size and scope.
 - d. All services and materials provided under the resulting contract shall comply with OSHA requirements, FMCSA standards, Tennessee Department of Safety regulations, applicable manufacturer specifications, EPA disposal regulations, and all applicable federal, state, and local laws and regulations.
 - e. The successful bidder shall be responsible for obtaining and maintaining any permits, licenses, certifications, or approvals necessary to perform the required services.
 - f. MCS reserves the right to consider a bidder's experience, qualifications, references, staffing capacity, compliance history, prior performance, and ability to meet the service requirements of this ITB in determining whether the bidder is responsible.
 - g. The successful bidder shall administer and process all applicable manufacturer warranty claims on behalf of MCS and shall clearly identify warranty coverage and adjustments on all invoices.
- I. Pricing Requirements.** Pricing submitted in response to this ITB shall include all labor, supervision, tools, equipment, mounting, balancing, service vehicles, travel, disposal fees, environmental handling charges, materials, supplies, and all other incidental costs necessary to provide the goods and services described herein unless otherwise specifically stated in the bidder's response. No additional fees, surcharges, shop charges, fuel charges, administrative fees, or miscellaneous costs shall be invoiced to MCS unless specifically identified in the bid and approved in writing by MCS.

- a. Bidders shall provide firm pricing for all goods and services proposed. Pricing shall remain fixed for the initial contract term unless otherwise permitted by the resulting contract. Any proposed pricing adjustments for renewal terms must be submitted in writing and shall be subject to review and approval by MCS.
- b. At a minimum, bidders shall provide pricing for the following categories:

Item	Unit
11R22.5 Tire	Each
Additional Approved Tire Sizes	Each
Mount/Dismount Service	Per Tire
Spin Balancing	Per Tire
Tire Repair (Patch/Plug)	Per Tire
Valve Stem Replacement	Per Tire
Wheel Alignment	Per Bus
Roadside Service Labor	Per Hour
After-Hours/Emergency Service	Per Hour
Scrap Tire Disposal	Per Tire
Preventive Maintenance Inspection	Per Bus
Service Truck Mileage (if applicable)	Per Mile

- c. Bidders may include additional pricing categories, discounts, package pricing, preventive maintenance pricing, after-hours rates, mobile service rates, or value-added services as applicable.
- d. Any additional pricing information submitted shall be clearly identified and organized in a manner that allows MCS to evaluate costs accurately and consistently.
- e. Any charges, fees, surcharges, or expenses not specifically identified in the bidder's pricing submission shall be deemed included in the bidder's proposed pricing and shall not be separately invoiced without prior written approval from MCS.
- f. MCS reserves the right to request clarification of pricing, reject unbalanced pricing, negotiate pricing as permitted by law, and award services in the manner determined to be in the best interest of MCS.
- g. All invoices shall include the bus number or fleet identification number, date of service, itemized labor and materials, tire manufacturer and size, and any applicable service call charges.



**BID FORM FOR MCS-ITB-2026-02
BUS TIRES, ALIGNMENTS, AND RELATED SERVICES**

Instructions to Bidders

This Bid Form shall be completed and submitted electronically through the OpenGov Procurement Portal as part of the bidder’s response to ITB-2026-02 for Bus Tires, Alignments, and Related Services for Murfreesboro City Schools (“MCS”).

Bidders shall complete all requested information and provide pricing for all applicable categories. Failure to provide complete information may result in the bid being deemed nonresponsive. All pricing submitted shall include all labor, supervision, tools, equipment, mounting, balancing, travel, disposal fees, environmental charges, service vehicles, materials, supplies, and all incidental costs necessary to provide the requested goods and services unless otherwise specifically stated in the bid. By submission of this Bid Form, the bidder acknowledges that it has reviewed the ITB documents, specifications, terms and conditions, and any addenda issued by MCS, and agrees to comply with all requirements contained therein. The bidder further acknowledges that the submitted bid, including all pricing, representations, warranties, and supporting documentation, may be incorporated into and made part of the resulting contract.

BIDDER INFORMATION	
Legal Company Name	
Address	
Contact Person	
Telephone Number	
Email Address	

VENDOR QUALIFICATIONS		
Requirement	Yes/No	Comments
Vendor has minimum three (3) years of heavy-duty fleet service experience		
Vendor services fleets of 25 or more buses/commercial vehicles		
Vendor employs ASE-certified or equivalent technicians		
Vendor can provide emergency roadside service within required response times		
Vendor can provide computerized wheel alignments for heavy-duty buses		
Vendor complies with OSHA, FMCSA, EPA, and Tennessee regulations		

MCS-ITB-2026-02 PRICING FORM
BUS TIRES, ALIGNMENTS, AND RELATED SERVICES

All prices shall include labor, supervision, tools, mounting, balancing, travel, disposal fees, service charges, and all incidental costs necessary to perform the work.

Description	Unit	Unit Price	Vendor Comments/Exceptions
11R22.5 Tire	Each		
Additional Approved Tire Sizes	Each		
Mount/Dismount Service	Per Tire		
Spin Balancing	Per Tire		
Tire Repair (Patch/Plug)	Per Tire		
Valve Stem Replacement	Per Tire		
Wheel Alignment	Per Bus		
Roadside Service Labor	Per Hour		
After-Hours/Emergency Service	Per Hour		
Scrap Tire Disposal	Per Tire		
Preventive Maintenance Inspection	Per Bus		
Service Truck Mileage (if applicable)	Per Mile		

REFERENCES

Provide three (3) references for similar fleet service contracts:

Organization	Contact Person	Phone Number	Services Provided

REQUIRED CERTIFICATIONS AND AFFIDAVITS
MCS-ITB-2026-02

Bus Tires, Alignments, and Related Services

The bidder shall complete and submit the following certifications and acknowledgements as part of its bid response. Failure to provide required certifications may result in the bid being deemed nonresponsive:

NON-COLLUSION CERTIFICATION

By submission of this bid, the bidder certifies that:

1. The bid has been independently arrived at without collusion, consultation, communication, or agreement with any other bidder for the purpose of restricting competition;
2. Neither the bidder nor any employee, agent, representative, or person acting on behalf of the bidder (1) has agreed to submit a fixed or noncompetitive bid; (2) agreed to refrain from bidding; or (3) engaged in any conduct intended to limit fair competition;
3. No officer or employee of Murfreesboro City Schools (“MCS”) has any direct or indirect financial interest in the bidder’s business organization to the bidder’s knowledge; and
4. The bidder has not offered or given, directly or indirectly, any gratuities, favors, or anything of monetary value to any MCS employee or official for the purpose of influencing the procurement process or resulting contract.

IRAN DIVESTMENT ACT CERTIFICATION

Pursuant to Tennessee Code Annotated § 12-12-101 *et seq.*, by submission of this bid, the bidder certifies under penalty of perjury that, to the best of its knowledge and belief, the bidder is not on the list created by the Tennessee Department of General Services of persons engaged in investment activities in Iran.

NON-BOYCOTT OF ISRAEL CERTIFICATION

If applicable under Tennessee Code Annotated § 12-4-1 *et seq.*, by submission of this bid, the bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. This certification applies only to contracts of \$250,000 or more and to bidders with ten (10) or more employees.

NONDISCRIMINATION CERTIFICATION

The bidder certifies compliance with all applicable federal and state nondiscrimination laws and agrees not to discriminate against any employee, applicant, or participant on the basis of any classification protected by applicable law.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The bidder certifies that it is in compliance with all applicable provisions of the Americans with Disabilities Act and agrees that any required accommodations or compliance measures associated with its operations shall be the sole responsibility of the bidder.

DEBARMENT/SUSPENSION CERTIFICATION

Bidder certifies that neither Bidder nor any of its principals, officers, owners, affiliates, subcontractors, or key employees is presently debarred, suspended, proposed for debarment,

declared ineligible, voluntarily excluded, or otherwise prohibited from participating in public contracting by any federal, state, or local governmental entity.

CERTIFICATION AND ACKNOWLEDGEMENT

By submission of this Bid Form, the undersigned certifies that the bidder has carefully examined and understands the ITB, specifications, general terms and conditions, addenda, and all related solicitation documents issued by MCS for *ITB-2026-02 Bus Tires, Alignments, and Related Services*. The bidder further certifies that it has had the opportunity to review all requirements of the solicitation and to submit questions or requests for clarification through the OpenGov Procurement Portal.

The undersigned represents and warrants that the bidder possesses the experience, qualifications, personnel, equipment, inventory, facilities, financial capability, and technical expertise necessary to provide the goods and services described in the ITB in accordance with all applicable federal, state, and local laws, regulations, standards, and manufacturer specifications.

The bidder further certifies that all pricing submitted is true and correct and includes all labor, supervision, tools, equipment, mounting, balancing, travel, disposal fees, environmental charges, service vehicles, materials, supplies, permits, licenses, insurance, taxes, fees, overhead, profit, and all other incidental costs necessary to provide the requested goods and services unless otherwise specifically identified in the bid response. The bidder acknowledges that any charges, fees, surcharges, or expenses not specifically identified in the bid submission may be deemed included in the bidder's proposed pricing and shall not be separately invoiced without prior written approval from MCS.

The bidder acknowledges and agrees that all representations, warranties, pricing, product information, specifications, certifications, and supporting documentation submitted with the bid response may be relied upon by MCS and may be incorporated into and made part of the resulting contract.

The undersigned further certifies that the bidder is authorized to submit this bid and bind the company contractually and that the information contained in the bid submission is accurate, complete, and truthful to the best of the bidder's knowledge and belief.

Authorized Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____

**AGREEMENT FOR
BUS TIRES, ALIGNMENTS, AND RELATED SERVICES**

This Agreement (“Agreement”) is entered into and effective as of _____ (the “Effective Date”) by and between Murfreesboro City Schools, a municipal school system of the State of Tennessee (“MCS”), and _____ (“Contractor”).

This Agreement consists of the following documents:

- This document
- MCS-ITB-2026-02 Bus Tires, Alignments, and Related Services (the “Solicitation”);
- Contractor’s Bid Response, dated _____ (“Contractor’s Bid Response”);
- Contractor’s Pricing Submission, _____ (the “Pricing Submission”); and
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation
- Fourth, Contractor’s Bid Response;
- Lastly, Contractor’s Pricing Submission.

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor shall provide heavy-duty school bus tires, wheel alignments, roadside assistance, tire repair services, mounting and balancing services, preventive maintenance support, and related fleet tire services for Murfreesboro City Schools (“MCS”) in accordance with the terms of this Agreement, the Solicitation, and Contractor’s Bid Response. Contractor shall furnish all labor, supervision, personnel, equipment, tools, materials, transportation, service vehicles, supplies, disposal services, permits, licenses, and incidentals necessary to perform the required services in a safe, timely, and professional manner.
- b. Performance of Services. Contractor shall perform all services using qualified personnel possessing the experience, training, certifications, and technical expertise necessary to perform the required work in accordance with generally accepted industry standards and all applicable federal, state, and local laws, regulations, and manufacturer specifications. Contractor shall maintain sufficient staffing, equipment, inventory, and resources necessary to support uninterrupted operation of the MCS transportation fleet and to satisfy the response times, service levels, and performance requirements set forth in the Solicitation.
- c. Tires, Materials, and Equipment. All tires, materials, and equipment furnished under this Agreement shall be new, unused, current production, and free from defects unless otherwise specifically approved in writing by MCS. Retreaded, regrooved, recapped, blemished, or previously used tires shall not be supplied unless expressly authorized by MCS in writing.

1. Contractor shall ensure that all tires furnished under this Agreement comply with applicable United States Department of Transportation (“DOT”) standards, Federal Motor Carrier Safety Administration (“FMCSA”) requirements, manufacturer specifications, and all other applicable laws and regulations.
 2. Contractor shall provide mounting, balancing, repair, alignment, roadside assistance, preventive maintenance, and related services using equipment and procedures appropriate for heavy-duty commercial school bus fleet operations.
- d. Warranty. Contractor warrants that all goods and services furnished under this Agreement shall conform to the specifications of the Solicitation and shall be free from defects in workmanship and materials. Contractor further warrants that all services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Contractor shall administer and process all applicable manufacturer warranty claims on behalf of MCS and shall clearly identify warranty coverage and adjustments on invoices and supporting documentation.
 - e. Subcontractors. Contractor shall not subcontract any material portion of the services required under this Agreement without the prior written consent of MCS. Contractor shall remain fully responsible for the acts, omissions, performance, and compliance of any approved subcontractor.
 - f. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, safety standards, and environmental requirements, including but not limited to OSHA requirements, FMCSA standards, Tennessee Department of Safety regulations, EPA disposal regulations, and applicable manufacturer specifications. Contractor shall obtain and maintain all licenses, permits, certifications, and approvals necessary to perform the services required under this Agreement.
 - g. Safety and Protection. Contractor shall be responsible for maintaining safe working practices and for taking all reasonable precautions necessary to protect persons, vehicles, property, equipment, and the public during performance of services under this Agreement. Contractor shall promptly notify MCS of any incident, accident, damage, or condition that may affect the safety or operational readiness of the MCS transportation fleet.
 - h. Invoicing and Documentation. Contractor shall maintain accurate service records and documentation for all work performed under this Agreement. All invoices shall be itemized and shall include, as applicable, the bus number or fleet identification number, date of service, description of goods or services provided, tire manufacturer and size, itemized labor and materials, disposal fees, service call charges, and any other approved charges.

2. Term.

- a. The initial term of this Agreement shall begin on June 10, 2026, and shall continue for a period of one (1) year unless earlier terminated in accordance with the terms of this Agreement.
- b. Upon mutual written agreement of the parties and approval by Murfreesboro City Schools (“MCS”), this Agreement may be renewed for up to four (4) additional one-

- year renewal terms under the same terms and conditions, subject to any approved pricing adjustments authorized by the Agreement.
- c. MCS reserves the right to terminate this Agreement, in whole or in part:
 - 1. Upon thirty (30) days' written notice, for the convenience of MCS;
 - 2. Immediately or upon written notice specified by MCS, if Contractor fails to perform the services required under this Agreement in a satisfactory, timely, safe, or compliant manner, or otherwise breaches any material provision of this Agreement;
 - 3. Immediately upon written notice in the event of fraud, misconduct, loss of required licensing or insurance, repeated failure to meet service levels, or violation of applicable laws or regulations by Contractor;
 - 4. Immediately upon written notice if sufficient funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year; or
 - 5. By mutual written agreement of the parties.
 - d. Contractor may terminate this Agreement upon thirty (30) days' written notice to MCS; however, Contractor shall remain responsible for completion of all services authorized prior to the effective date of termination unless otherwise approved by MCS.
 - e. Termination of this Agreement shall not relieve either party of any obligation or liability accrued prior to the effective date of termination.

3. Price; Compensation; Method of Payment.

- a. **Pricing.** Contractor shall provide the goods and services described in this Agreement in accordance with the pricing submitted in Contractor's Bid Response. The pricing submitted by Contractor and accepted by MCS shall be incorporated into and made part of this Agreement.
 - 1. All pricing shall include all labor, supervision, personnel, tools, equipment, mounting, balancing, travel, disposal fees, environmental handling charges, service vehicles, materials, supplies, permits, licenses, insurance, overhead, profit, and all other incidental costs necessary to provide the required goods and services unless otherwise specifically identified in Contractor's Bid Response and approved by MCS.
 - 2. Any charges, fees, surcharges, or expenses not specifically identified in Contractor's pricing submission shall be deemed included in Contractor's proposed pricing and shall not be separately invoiced without prior written approval from MCS.
 - 3. Pricing shall remain firm for the initial term of this Agreement unless otherwise specifically authorized herein. Any proposed pricing adjustments for renewal terms shall be submitted in writing and shall be subject to review and written approval by MCS.
- b. **Invoicing and Payment.** Payments under this Agreement shall be made upon submittal of a complete and accurate invoice after performance of the portion of the goods or services which each payment represents. Payment terms shall be Net thirty (30) days from MCS's receipt of a properly submitted invoice.
 - 1. All invoices shall be itemized and shall include, as applicable:
 - a. Bus number or fleet identification number;

- b. Date of service;
 - c. Description of goods or services provided;
 - d. Tire manufacturer, model, and size;
 - e. Itemized labor and materials;
 - f. Disposal fees;
 - g. Service call charges; and
 - h. Any other approved charges.
- c. Contractor shall submit invoices and supporting documentation in a format acceptable to MCS. MCS reserves the right to withhold payment for incomplete, inaccurate, unauthorized, or disputed charges pending verification and resolution.
- d. Final payment shall not constitute acceptance of defective goods or services nor relieve Contractor of any obligations under this Agreement, including warranty obligations.
- e. **Additional Services.** Contractor shall not perform additional repairs, replacements, or services beyond the originally authorized work without prior approval from authorized MCS Transportation Department personnel. MCS shall not be responsible for payment of unauthorized services or charges.

4. Insurance. Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must name Murfreesboro City Schools as an additional insured. Contractor must notify MCS within five (5) days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

5. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless Murfreesboro City Schools, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, Murfreesboro City Schools will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

6. Notices.

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

Murfreesboro City Schools:
Murfreesboro City Schools
ATTN: Purchasing Agent

Contractor:

2552 South Church Street
Murfreesboro, TN 37127

7. **Maintenance of Records.** Contractor must maintain documentation for all charges against MCS. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MCS or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
8. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
9. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
10. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
11. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
12. **Non-Discrimination.** It is the policy of MCS not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MCS's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MCS or in the employment practices of MCS's Contractors. Accordingly, all proposers entering into contracts with MCS may upon request be required to show proof of such

nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

13. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MCS.
14. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of MCS. Any such assignment or transfer does not release Contractor from its obligations hereunder.
15. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
16. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control. The affected party shall promptly notify the other party and shall use reasonable efforts to resume performance as soon as practicable.
17. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

- 19. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should MCS prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 20. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
- 21. **Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
- 22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of MCS and is thereafter effective as of the date set forth above.

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

MURFREESBORO CITY SCHOOLS

[CONTRACTOR]

By: _____
 Bobby N. Duke, III
 Director of Schools

By: _____
 [NAME, Position]

Approved as to form:

 Lauren Bush, Assistant City Attorney

EXHIBIT A
INSURANCE REQUIREMENTS

Contractor shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement insurance coverage of the types and minimum limits set forth below with insurance companies authorized to do business in the State of Tennessee and having an A.M. Best rating of A-VII or better. Contractor's maintenance of the required insurance coverage is a material obligation under this Agreement and a condition precedent to payment by Murfreesboro City Schools ("MCS"). Contractor shall provide certificates of insurance evidencing the required coverage prior to commencement of services under this Agreement and upon renewal of any policy. Upon request, Contractor shall provide copies of endorsements and applicable policy provisions demonstrating compliance with this Exhibit.

1. **Commercial General Liability Insurance.** Contractor shall maintain Commercial General Liability Insurance written on an occurrence basis with minimum limits of:

- \$1,000,000 per occurrence; and
- \$2,000,000 aggregate.

Coverage shall include:

- Bodily injury;
- Property damage;
- Contractual liability;
- Products and completed operations; and
- Personal and advertising injury.

The policy shall name Murfreesboro City Schools, its officers, employees, agents, representatives, and volunteers as additional insureds with respect to services performed under this Agreement. Coverage shall be primary and non-contributory with any insurance maintained by MCS.

2. **Automobile Liability Insurance.** Contractor shall maintain Commercial Automobile Liability Insurance covering all owned, hired, leased, non-owned, and borrowed vehicles used in connection with services performed under this Agreement with a minimum combined single limit of:

- \$1,000,000 per occurrence.

The policy shall include coverage for bodily injury and property damage and shall name Murfreesboro City Schools as an additional insured where commercially available.

3. **Workers' Compensation and Employer's Liability Insurance.** Contractor shall maintain Workers' Compensation Insurance in compliance with all applicable Tennessee statutory requirements. Contractor shall also maintain Employer's Liability Insurance with minimum limits of:

- \$1,000,000 each accident;
- \$1,000,000 disease policy limit; and
- \$1,000,000 disease each employee.

Contractor shall require any approved subcontractor performing services under this Agreement to maintain Workers' Compensation coverage as required by law.

4. **Cancellation and Material Changes.** Contractor shall provide MCS with at least thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in coverage, except that ten (10) days' notice shall apply for cancellation due to non-payment of premium if permitted by the policy.
5. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions shall be the sole responsibility of Contractor.
6. **Subcontractors.** Contractor shall be fully responsible for all acts and omissions of any approved subcontractor. Contractor shall ensure that all approved subcontractors maintain insurance coverage reasonably appropriate for the services being performed.
7. **No Limitation of Liability.** The insurance requirements set forth herein shall not limit, restrict, or waive Contractor's liability or obligations under this Agreement, including Contractor's indemnification obligations.
8. **Right to Review.** MCS reserves the right to review insurance requirements during the term of this Agreement and to require reasonable modifications to coverage limits or types if necessitated by changes in applicable law, risk exposure, or the scope of services being performed.
9. **Failure to Maintain Coverage.** Failure of Contractor to maintain the insurance required by this Exhibit shall constitute a material breach of this Agreement and may result in suspension of services, withholding of payment, termination of the Agreement, or any other remedy available to MCS.