

Board of Education Regular Meeting/Budget Work Session

April 14, 2026 4:00 PM

MCS Administrative Offices

<p>I. CALL TO ORDER Procedural Item Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, Absent: Mr. David Settles. In attendance: Dr. Trey Duke, Sheri Arnette, Daniel Owens, Lisa Trail, Angela Fairchild, Maria Johnson, Ken Rocha, Don Bartch, Emily Spencer, Robin Newell, Maryam Hill, April Zavisla, Kim Fischer, Beth Prater, Tyra Murray, Chris George, Amanda Adams, Cynthia Hopkins Assistant City Attorney Lauren Bush. City Liaison Bill Shacklett was absent.</p>	Chair Amanda Moore
<p>A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Ms. Robin Newell, Principal at Cason Lane PreK</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p>II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Chair Amanda Moore
<p>III. PUBLIC COMMENT Procedural Item</p>	Chair Amanda Moore
<p>IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda.. This motion, made by Mr. Butch Campbell and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1</p>	Chair Amanda Moore
<p>A. Approval of 4-7-26 Board Minutes Consent Item</p>	
<p>B. Approval of Purchase-Christopher Equipment Consent Item</p>	
<p>C. Second Reading of Board Policies Consent Item</p>	
<p>i. Approval of Board Policy 1.401-Public Participation in Board Meetings on Second Reading Consent Item</p>	
<p>V. ACTION ITEMS Action Item</p>	Chair Amanda Moore
<p>A. Approval of Contract-Benchmark Mulching Action Item Motion to approve Contract-Benchmark Mulching. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>B. Approval of Cooperative Purchasing Agreement-City Electric Supply Action Item Motion to approve Cooperative Purchasing Agreement-City Electric Supply. This motion, made by Mr. Jimmy Richardson III and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>C. Approval of Budget Amendment-FY26 GP Interfund Amendment Action Item</p>	Dr. Trey Duke

<p>Motion to approve Budget Amendment-FY26 GP Interfund Amendment. This motion, made by Ms. Barbara Long and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1</p>	
<p>VI. REPORTS AND INFORMATION Information Item</p>	<p>Chair Amanda Moore</p>
<p>A. Discussion of Federal Programs Budget Information Item 2026-2027 Federal Budgets Dr. Duke presented the proposed 2026-2027 Federal Budget to the Board. Federal Programs Coordinator, Dr. Maryam Hill, was present to address any questions from Board members. Dr. Duke reported that Congress has approved FY26 funding, which corresponds to the District’s FY27 allocation; therefore, no further federal action is required for the District to receive these funds. He noted a slight increase in funding for Title I and IDEA, while Title II, Title III, and Title IV remain level-funded. Funds will be allocated to eight high-need schools. Dr. Duke also explained that the District currently operates two McKinney-Vento vans, with one driver funded through district set-aside funds and the other through general purpose funds. Dr. Duke reviewed the Title II, Title III, IDEA Part B, and Pre-K budgets with the Board. He further noted that the final component of federal funding is the 21st Century Community Learning Centers grant. Ms. Hopkins reported that 381 students receive free tuition for the ESP program through this grant. Dr. Duke added that the District is currently in the fifth and final year of the grant and, due to uncertainty regarding its continuation, he will closely monitor any developments.</p>	<p>Dr. Trey Duke</p>
<p>B. Discussion of General Purpose Budget Information Item General Purpose Revenue Projections Dr. Duke reviewed the 2026-2027 revenue projections with the Board. He reported that projected state funding is approximately \$1.3 million less than the previous year. Dr. Duke stated that he will continue to monitor the proposed amendment to the hold harmless bill and may need to adjust the budget upon receipt of the next TISA estimate, particularly if the House version of the bill is adopted as final. Dr. Duke reviewed anticipated district donations, including the contribution from the City, which will remain at its current level after this contribution due to maintenance of effort requirements. He also asked that Board members express their appreciation to City Council members following approval of the donation. Dr. Duke reported that the District’s contribution to the Debt Service budget has increased by \$22 compared to the previous year, reflecting minimal change. He explained that this amount is associated with energy loan repayments and is calculated on a percentage basis. At the Board’s request from the April 7 meeting, Dr. Duke reviewed the Board’s budget line item to determine if any reductions could be made. He noted that the budget is already very tight, as Board members do not attend national conferences, with the primary expense being attendance at the TSBA Summer Law Conference in Gatlinburg. Following questions raised by the Board at the April 7 meeting, Dr. Duke reviewed the Differentiated Pay Plan, including potential options related to sixth grade positions. Board member Barbara Long inquired how many teachers would continue to receive the stipend if it remained in place. Dr. Duke estimated that approximately 12 current teachers would be eligible. He noted that continuing the stipend may set a precedent, particularly as other positions may no longer qualify as hard-to-fill in the future. He also reminded the Board that the Differentiated Pay Plan is approved annually. Board Chair Amanda Moore expressed concern regarding the accuracy of reporting to the state if the stipend continued. Board member Jimmy Richardson stated that maintaining the stipend</p>	<p>Dr. Trey Duke</p>

could set a concerning precedent and lead to non-formula-based budgeting practices, emphasizing that the Differentiated Pay Plan is intended to address specific staffing needs. HR Director Maria Johnson reported that, in previous years, sixth grade teaching positions remained unfilled into July; however, she is currently seeing increased interest and is not experiencing the same level of difficulty filling those roles, indicating improvement in the teacher shortage.

Board member Karen Dodd expressed support for continuing the stipend, noting that teachers have come to expect it and suggesting it could naturally phase out over time as staff turnover occurs. The Board Vice Chair indicated support for maintaining the stipend for current sixth grade teachers as long as they remain in those roles.

Following discussion, Board Chair Amanda Moore asked Dr. Duke what direction he needed from the Board prior to budget approval on April 28. Dr. Duke stated that the Differentiated Pay Plan, as originally presented, would be included as an action item on the April 28 agenda, along with all four proposed options, allowing the Board to approve or amend as needed.

Board member Barbara Long reiterated concern that any decision made would establish a precedent for future stipends and asked the Board to consider how similar stipends would be phased out for other positions, particularly those involving many employees. Board Chair Amanda Moore added that continuing a stipend for a position that is no longer hard to fill could be perceived as inconsistent.

Board member Jeanette Price suggested the possibility of implementing the stipend as a one-time measure with a clear phase-out timeline. Board member Karen Dodd asked whether formal communication had been provided to affected staff regarding stipends. Ms. Johnson indicated that communication had been informal. Dr. Duke stated that, moving forward, formal communication will be provided outlining stipend details and phase-out expectations.

Dr. Duke informed the Board that he will include an additional option for sixth grade positions that incorporates a phase-out after the 2026-2027 school year. He further stated that he will work with Human Resources to implement improved communication practices, including annual notifications to affected staff and inclusion of stipend and phase-out information in teacher contracts.

Dr. Duke recapped the previous week's budget meeting, noting that the proposed reductions at that time would have required utilizing \$5.2 million from fund balance. He reported that he subsequently implemented additional cuts which were presented to the Board, including the elimination of the 10th pay lane for classified staff. This adjustment reduced the fund balance usage to \$4.8 million. He further explained that, despite the removal of the 10th pay lane, classified staff would still receive a minimum 2% salary increase, with longevity pay applied in addition, and some employees receiving up to a 4.33% increase. This specific reduction accounted for approximately \$280,000. Dr. Duke also informed the Board that salary charts for the 2026-2027 school year will be presented for approval at the April 28 Board meeting. Dr. Duke reviewed proposed changes to the certified staff salary scale, emphasizing that communication to staff would clearly indicate a total increase of 3.3%, inclusive of step increases with the dynamic raise. He noted that should the Board choose to do so, implementing a flat 2% raise across the board would result in an additional cost of approximately \$90,000. Board members expressed general support for the 3.3% dynamic raise as a reasonable approach.

Following the additional budget adjustments made after the April 7 meeting, Dr. Duke reported that the projected use of fund balance has been reduced to \$4.5 million, which he indicated is a more sustainable level. He also highlighted that overall expenditures are increasing by less than \$1 million, while the cost of salary increases totals approximately \$1.8 million, reflecting significant fiscal efficiency.

Dr. Duke concluded by reviewing the impact on fund balance, stating that maintaining an unassigned fund balance of approximately \$20 million places the district in a stronger financial position that should sustain us through 2030.

Board Chair Amanda Moore said that several members of the Board received an email today asking about attendance secretary pay. We have 13 attendance secretaries in the district. They were hoping to see an increase in pay that would reflect the additional duties over the past few

years that the state has added to their job to help with school funding. Dr. Duke had prepared a chart showing their hourly pay in 2024-2025, the 11% increase that they received in 2025-2026, and a chart showing what it would take to get them to bookkeeper pay in 2026-2027. He explained that attendance secretaries are compensated at less than a bookkeeper, but more than an EA. He told the Board that they work a total of 210 days, which is the same amount of days as the principal. Bookkeepers work a total of 220 days. He noted that there was discussion last year during the original proposal of the budget process to move attendance secretaries to bookkeeper pay, but after realizing the restrictions to that budget, the Board settled on an 11% pay increase, while the rest of the district received a 2% increase.

Dr. Duke explained that, if the Board chose to move attendance secretaries to the bookkeeper pay scale during an already tight budget year, some employees would receive increases of approximately 20-25% while maintaining their current 210-day work schedule. He noted that 8 of the 13 attendance secretaries are currently at the top of their pay range and that the total cost of such an adjustment would be approximately \$102,000.

The Board discussed prior budget conversations, with Board Member Barbara Long recalling that while there had been discussion about potentially increasing pay for attendance secretaries, no commitments were made. She also emphasized the critical role attendance plays in securing district funding.

Dr. Duke reminded the Board of the upcoming implementation of a new Student Information System but urged consideration of the district's financial limitations. He cautioned against approving significant increases for one group while recent budget reductions included the elimination of the 10th pay lane, impacting approximately 300 employees.

Assistant Superintendent of Student Services Ken Rocha shared feedback from attendance secretaries, noting a slight increase in turnover, with some employees moving into bookkeeper or educational assistant positions, and others considering leaving the role altogether.

Dr. Duke further clarified that bookkeepers operate under an additional level of accountability, as their work is subject to external audits with publicly released reports.

Board Vice Chair Butch Campbell suggested considering a one-time bonus for attendance secretaries, with the possibility of revisiting an hourly increase in the future. Assistant City Attorney Lauren Bush encouraged the Board to carefully consider how a significant raise could be justified in a tight budget year, particularly in response to a late request.

Dr. Duke offered an alternative recommendation of a percentage-based salary increase for attendance secretaries in lieu of a bonus. Board Member Karen Dodd supported providing an increase, but not to the level of bookkeeper pay, suggesting that approximately \$50,000 be distributed proportionally among attendance secretaries. Dr. Duke noted that bringing an attendance secretary with nine years of experience to bookkeeper's pay would require an increase of approximately 25%, but a capped increase—such as up to 10%—could be considered, particularly beginning at year four of experience.

Board Chair Amanda Moore acknowledged the distinction between the roles of attendance secretaries and bookkeepers, including the higher level of financial accountability required of bookkeepers. She also recognized the evolving responsibilities of attendance secretaries and suggested considering an increase that reflects those added duties, rather than aligning pay fully with bookkeepers.

The Board expressed general support for a percentage-based increase and the possibility of revisiting the issue in a future year with greater financial flexibility. Board Member Jimmy Richardson stated that he did not believe this was the appropriate year to implement such changes.

Mr. Owens shared a neutral perspective, noting his respect for bookkeepers and cautioning against setting a precedent based on a vocal group. He recommended that the Board seek input from principals, who work closely with both attendance secretaries and bookkeepers, to inform future decisions.

Board Chair Moore agreed that the request came late in the budget process and expressed interest in reviewing prior discussions to ensure clarity and avoid unintended commitments in future budget sessions.

Dr. Duke summarized the discussion and asked whether the Board wished for him to include both the continuation of 6th grade funding for one additional year and potential options for

<p>attendance secretary salary adjustments in the upcoming budget proposal. He explained that these items could be presented for separate consideration. Board Chair Moore indicated that, following individual discussions with Board members, if there was no support for these items, they would not be included on the April 28 agenda.</p> <p>Dr. Duke stated that he would work with Daniel Owens and Beth Prater to develop multiple budget scenarios, including the impact on fund balance, and would communicate these options to Board members prior to the April 28 meeting. Board Member Jeanette Price requested that each option clearly reflect its impact on fund balance.</p> <p>Dr. Duke concluded that, in the April 28 budget presentation, he would emphasize that this budget year focuses on maintaining current resources rather than adding new expenditures. Maria Johnson noted that information regarding hard-to-fill positions is available to employees through the State Department of Education website.</p> <p>To conclude the budget discussion, Dr. Duke reviewed each line of the budget, explaining the changes, and also presented the staffing standards document, outlining the distribution of positions across the district.</p> <p>Board Chair Amanda Moore thanked the Board for a robust and spirited discussion.</p>	
<p>C. Director's Update Information Item</p> <p>Dr. Duke informed the Board that second grade testing has begun across the District, with testing for grades three through six scheduled to begin on Monday, April 20. Make-up testing will continue through May 4.</p> <p>Lisa Trail invited Board members to attend the Volunteer Luncheon on Wednesday, April 22, at 12:00 p.m. at the Maintenance/Transportation Building, located at 910 Ridgely Road. She also requested that Board members notify her of any spring events they plan to attend so that appropriate preparations can be made.</p>	<p>Dr. Trey Duke</p>
<p>VII. OTHER BUSINESS Information Item</p>	<p>Chair Amanda Moore</p>
<p>VIII. ADJOURNMENT Action Item</p> <p>Motion to adjourn. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed.</p> <p>Yea: 6, Nay: 0, Absent: 1</p> <p>The meeting adjourned at 6:56 p.m.</p>	<p>Chair Amanda Moore</p>

MINUTES

Board of Education Regular Meeting/Budget Work Session

April 7, 2026 4:00 PM

MCS Administrative Offices

<p>I. CALL TO ORDER Procedural Item Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, Absent: Mr. David Settles.</p> <p>In attendance: Dr. Trey Duke, Sheri Arnette, Angela Fairchild, Lisa Trail, Don Bartch, Daniel Owens, Ken Rocha, Maria Johnson, Jaci Saunders, Kim Fischer, Beth Prater, Tyra Murray, Amanda Adams, Autumn DePriest, Maryam Hill, Brian Rome, Cynthia Hopkins, Carla Offutt, Chris George, Ron McDaries, Jenny Oritz, Brandie Garland, Larry Willeford, Dr. Caitlin Bullard</p> <p>Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett</p>	<p>Chair Amanda Moore</p>
<p>A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Ms. Jenny Ortiz, Principal at Overall Creek Elementary.</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p>II. APPROVAL OF AGENDA Action Item Motion to approve the amended agenda. This motion, made by Mr. Butch Campbell and seconded by Ms. Karen Dodd, passed. Yea: 5, Nay: 0, Absent: 2 Motion to amend the agenda to include a contract for the Bradley Academy ceiling as an action item. This motion, made by Ms. Barbara Long and seconded by Mr. Butch Campbell, passed. Yea: 5, Nay: 0, Absent: 2 Dr. Duke requested that the agenda be amended to add a contract for the Bradley Academy ceiling that will be presented to the city council on Thursday, April 9, 2026. Because of the timeline to get this project started, he wanted the Board to be aware of this before it goes before the city council.</p>	<p>Chair Amanda Moore</p>
<p>III. PUBLIC COMMENT Procedural Item</p>	<p>Chair Amanda Moore</p>
<p>IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 5, Nay: 0, Absent: 2</p>	<p>Chair Amanda Moore</p>
<p>A. Approval of 3-24-26 Board Minutes Consent Item</p>	
<p>B. Approval of Student Fees Consent Item</p>	
<p>C. Approval of Contract-Omnia Lowes Contract Consent Item</p>	
<p>V. ACTION ITEMS Action Item</p>	<p>Chair Amanda Moore</p>
<p>A. Approval of Contract-Amerigis Staffing Action Item</p>	<p>Dr. Trey Duke</p>

<p>Motion to approve Contract-Amerigis Staffing. This motion, made by Mr. Butch Campbell and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2</p>	
<p>B. Approval of Contract-Omnia Dell Contract Action Item Motion to approve Contract-Omnia Dell Contract. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Dr. Trey Duke</p>
<p>C. Approval of Contract-Bradley Academy Ceiling Action Item Motion to approve Contract for Bradley Ceiling. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Dr. Trey Duke</p>
<p>D. Approval of Board Policy 1.401-Public Participation in Board Meetings on First Reading Action Item</p>	<p>Ms. Lauren Bush</p>
<p>VI. REPORTS AND INFORMATION Information Item Motion to approve Board Policy 1.401-Public Participation in Board Meetings on First Reading. This motion, made by Ms. Barbara Long and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Chair Amanda Moore</p>
<p>A. Budget Discussion: Extended School Program FY27 Budget School Nutrition FY27 Budget General Purpose FY27 Budget Information Item 2026-2027 Extended School Program (ESP) Budget Ms. Cynthia Hopkins reviewed the 2026-2027 ESP budget with the Board, highlighting program changes designed to strengthen quality and competitiveness in a school choice environment. Dr. Trey Duke noted that the primary increases in the ESP budget are attributed to indirect costs, staff pay increases, and one-on-one support. Board Member Jimmy Richardson commended Ms. Hopkins on the program, describing it as providing important wrap-around services for students. Dr. Duke added that ESP was identified by parents as the most valuable program offered and stated that the district will continue to leverage its quality as a recruitment tool. Board Member Barbara Long inquired whether the program is self-sustaining. Ms. Hopkins confirmed that the program is self-funded. Vice Chair Butch Campbell asked about current staff pay rates. Ms. Hopkins reported that pay begins at \$15.79 per hour, with premium pay at \$18.79 per hour. She further explained that certified teacher pay will increase from \$30.00 per hour to \$45.00 per hour. Dr. Duke added that student rates remain lower than surrounding districts, and that parents receive 15 flex days annually at no cost. Board Member Karen Dodd expressed appreciation for the program's creativity and asked about support for families unable to afford ESP. Ms. Hopkins stated that the program accepts DHS vouchers, with approximately 150 families fully funded through vouchers and 380 families supported through grant funding. Board Member Jeanette Price asked about the availability of income-based vouchers and the grant selection process. Ms. Hopkins explained that income-based vouchers are available at eight Title I sites, and that grant recipients are selected through teacher referrals.</p> <hr/> <p>2026-2027 School Nutrition Budget Ms. Jaci Saunders presented the School Nutrition budget, highlighting programs such as Junior Chef, with a competition scheduled for May 2, and the "Students Choose Meals" initiative held monthly.</p>	<p>Dr. Trey Duke</p>

Ms. Saunders informed the Board that cafeteria monitors will be added to support operations, allowing educational assistants to remain in classrooms. She noted that smaller schools will receive one monitor, and larger schools will receive two.

Dr. Duke pointed out a notable difference between revenue and expenditures in the nutrition budget, explaining that fund balance is limited to approximately three months of operating expenses.

Board Chair Amanda Moore thanked Ms. Saunders for her innovative efforts to help reduce pressure on the General Purpose budget. Dr. Duke also expressed appreciation for the collaborative efforts of Ms. Saunders and Ms. Hopkins in supporting district finances.

Vice Chair Butch Campbell asked whether one monitor would be sufficient for smaller schools. Ms. Saunders stated that she will monitor staffing needs and make adjustments as necessary.

Board Member Jeanette Price asked about the number of farmers involved and their funding. Ms. Saunders reported that there are nine farmers, all fully funded through the nutrition budget.

2026-2027 General Purpose Budget Preparation

Dr. Duke presented the General Purpose Budget, outlining key successes including five consecutive years of employee raises, improvements to employee insurance plans, completion of the new transportation building and Reeves-Rogers addition, and continued investment in professional development and instructional materials.

He reviewed budget goals, priorities, and limitations, along with feedback gathered from principals, the Teacher Advisory Council (TAC), and parents. Dr. Duke also discussed enrollment projections and the challenges associated with fluctuating enrollment trends.

Dr. Duke outlined revenue projections, noting primary funding sources as state funding, county property tax, county sales tax, and contributions from the City of Murfreesboro. He stated that the percentage of property tax allocated to education has decreased from 47% to 29% during his tenure.

Salary considerations were reviewed, including the addition of a pay lane for classified staff and a proposed dynamic raise model for certified staff. Dr. Duke explained that, unlike previous across-the-board increases, the proposed model would provide larger increases for veteran teachers while remaining cost-effective and competitive with surrounding districts. He also noted an anticipated increase in insurance costs.

Board Member Jimmy Richardson asked whether the step schedule could be simplified in the future. Dr. Duke responded that significant funding would be required to restructure the schedule.

Board Member Barbara Long asked how many classified employees would be impacted by removing the additional pay lane. Dr. Duke reported that approximately 1,200 classified employees are employed, with about 300 in the 10+ year category.

The Board discussed the Differentiated Pay Plan, including the potential removal of hard-to-fill pay for sixth-grade teachers. Board Chair Amanda Moore requested data on how many sixth-grade teachers intend to remain in their positions, and Dr. Duke agreed to provide that information. Board Member Jeanette Price emphasized that no sixth-grade teacher should experience a reduction in pay.

Dr. Duke reviewed projected expenditures. Board Chair Moore summarized that the district had previously utilized reserves for capital projects and must now maintain a balanced approach while monitoring enrollment trends. Dr. Duke discussed the long-term impact of using fund balance.

Dr. Duke presented two budget options: maintaining the current projection with a \$4.8 million deficit or reducing the deficit to approximately \$4.6 million by adjusting expenditures, which he recommended.

Following discussion, the Board reached consensus to proceed without adding the 10th pay lane for classified staff, resulting in an estimated \$4.6 million deficit and minimizing the number of employees affected.

Board Chair Amanda Moore requested to review the Board's budget line items for potential reductions.

Board Member Jimmy Richardson commended Dr. Duke and his team for their work on the budget.

Dr. Duke thanked the Board and stated that he will refine the budget and present an updated version, along with a detailed salary schedule comparison, at the next meeting scheduled for Tuesday, April 14.

B. Director's Update
Information Item

Dr. Trey
Duke

<p>VII. OTHER BUSINESS Information Item Board Chair Amanda Moore requested to poll the Board regarding participation in the upcoming Camp TSBA. The Board expressed unanimous interest in attending, and the Board Secretary will complete registration for all Board members.</p>	<p>Chair Amanda Moore</p>
<p>VIII. ADJOURNMENT Action Item Motion to adjourn. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1 The meeting adjourned at 7:17 p.m.</p>	<p>Chair Amanda Moore</p>

Director of Schools

Agenda Item Title: Purchase of 2019 NiftyLift SP45D 4x4

Board Meeting Date: April 14, 2026

Department: Operations

Presented by: Don Bartch

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The district seeks approval to purchase one (1) 2019 NiftyLift SP45D 4x4 aerial lift from Christopher Equipment, Inc. for use in warehouse and facilities operations. The equipment will support maintenance and operational needs by providing safe and efficient access to elevated work areas. The total purchase price is \$36,100.00, which includes freight and all associated costs.

Staff Recommendation

Approval of the purchase of the 2019 NiftyLift SP45D 4x4 from Christopher Equipment, Inc. in the amount of \$36,100.00.

Fiscal Impact

The total cost of \$36,100.00 will be paid from the Maintenance budget.

Connection to MCS's Five-Year Strategic Plan

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



2117 North Jackson St.
 Tullahoma, TN 37388
 www.christopherequipment.com
 931-455-3900 Phone
 931-455-9937 Fax

Status: Quote

Quote #: q2697-1

Quote To: Fri 3/13/2026 9:00AM

Operator: Scott Mitchell

Customer #: 33669

MURFREESBORO CITY SCHOOLS

Phone 615-893-2313

2552 S Church St
 MURFREESBORO, TN 37127

Qty	Key	Items	Status	Each	Price
1	MS-1	2019 NIFTY LIFT SP45D 4X4 #614 290 HRS	Retail	\$36,000.00	\$36,000.00
1	MS-1	FREIGHT COST ON USED SP45	Retail	\$100.00	\$100.00

Quote valid for 30 days.

Quote

This is a Quote Only

Sales:	\$36,100.00
Subtotal:	\$36,100.00
Total:	\$36,100.00
Paid:	\$0.00
Amount Due:	\$36,100.00

Signature: _____

MURFREESBORO CITY SCHOOLS

1.RENTAL TERM: Rental term starts the day equipment is picked up by lessee, or lessee's authorized agent, or is delivered to or for the Lessee, and ends the day the equipment is off rental. Equipment is off rental the day lessee either (1) returns the equipment to lessor's place of business during regular business hours, or (2) notifies lessor of termination of use of equipment and requests lessor to pick up equipment. LESSEE WILL RETURN EQUIPMENT TO LESSOR UNLESS lessor has expressly agreed, in writing, to pick up equipment from lessee, at lessee's expense, in which event each and every provision of this lease will remain in effect for twenty-four (24) hours after equipment is off-rental, which the parties agree is a reasonable time for Lessor to pick up leased equipment. LESSEE SHALL SECURE EQUIPMENT AGAINST THEFT OR UNAUTHORIZED USE.

2.USE OF EQUIPMENT: Lessee agrees that this lease is between lessor and lessee alone; the equipment shall be used EXCLUSIVELY BY LESSEE OR LESSEE'S EMPLOYEES Lessee SHALL NOT SUBLET OR ASSIGN THE LEASED EQUIPMENT, or allow any other person, company or trade to use it, that the equipment will not be removed from the job address. Lessee shall not make any alteration in the equipment, and shall not alter, deface, coverup or conceal any numbering, lettering, insignia or labels displayed on the equipment.

3.INSPECTION: Lessee agrees that he: (a) SHALL INSPECT ALL LEASED EQUIPMENT PRIOR TO RECEIPT by lessee or authorized agent; (b) SHALL INSPECT ALL leased equipment at intended location prior to any use by lessee or lessee's employees; and (c) SHALL MAINTAIN A CONTINUING INSPECTION OF ALL leased equipment at all times throughout the rental term. Unless lessee shall give prior WRITTEN NOTICE to lessee specifying any defect in, or other objection to the equipment, lessee agrees that it shall be conclusively presumed, as between lessor and lessee, that lessee has fully inspected and acknowledged that the equipment was and is in good condition and repair, and that lessee is satisfied with and has accepted and retained the equipment in such good condition and repair. We may, without notice or liability to you, monitor and/or inspect, in person and/or electronically (including via Telematics/GPS systems) any Rented Item(s) at any time.

4.DISSATISFACTION WITH LEASED EQUIPMENT: If the leased equipment is or becomes, defective or unfit because of accident, obsolescence, OR ANY OTHER CAUSE WHATSOEVER, or the lessee desires to cease the use of the leased equipment for any reason whatsoever, THE LESSEE'S SOLE RIGHT AND REMEDY SHALL BE THE RETURN OF THE LEASED EQUIPMENT TO LESSOR AND THE TERMINATION OF THIS LEASE. In the event that equipment is returned, the charge in no event, shall be less than the transportation costs and the minimum rental as provided.

5.DISCLAIMER OF WARRANTIES AND INDEMNIFICATION BY LESSEE: IT IS UNDERSTOOD THAT LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT HEREIN RENTED NOR THE AGENT OF THE MANUFACTURER. THE PARTIES AGREE THAT LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR THAT THE EQUIPMENT IS, OR WILL BE, SUITABLE FOR ANY PARTICULAR PURPOSE, AND LESSOR MAKES NO REPRESENTATIONS IN RESPECT THERE TO AND LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR FREE AND HARMLESS (AS HEREAFTER DEFINED) FROM ANY AND LIABILITY CAUSED OR ALLEGED TO BE CAUSED DIRECTLY BY THE LEASED EQUIPMENT, BY ANY INADEQUACY THEREOF OR DEFECT THEREIN OR BY ANY INCIDENT IN CONNECTION THEREWITH.

6.NOTIFICATION: Lessee SHALL NOTIFY Lessor at all information related to an "Occurrence" involving or in any way related to the leased equipment IMMEDIATELY, but in no event more than 12 hours after lessee's discovery of the same. An occurrence is defined as any disappearance, theft or injury to person or property which is or is claimed to be or appears to have been injured or damaged on, by or around the leased equipment. Lessee agrees to SECURE AND MAINTAIN all leased equipment and surrounding premises, in the condition existing at the time of any "occurrence," until such time as the lessor, or any of its authorized agents, investigators, attorneys or other designated persons, inspects or investigates said equipment and/or premises. Lessor shall have the exclusive right to reclaim any "leased equipment" involved in any "occurrence" and to thereafter replace same with comparable equipment.

7.TITLE: Title to all leased equipment shall remain at all times in lessor, if the leased equipment is levied upon by reason of execution, garnishment or attachment, or for any reason, lessor may retake the equipment with or without legal process.

8.NON-WAIVER: The failure of the lessor at any time to insist upon strict performance by the lessee to the conditions herein shall not be construed as a waiver of lessor's right to demand strict compliance. The express waiver of one provision in this lease shall not be deemed a waiver of any other provision herein. TIME IS EXPRESSLY MADE THE ESSENCE OF THIS LEASE.

9.WAIVER OF EXEMPTION: The lessee hereby expressly waives all right in and to any and all exemption laws existing in the laws of this state which are within the power of the lessee to waive.

10.DEFAULT: If the lessee in any way fails to observe, keep or perform any of the provisions of this lease, lessor shall have the right to exercise, concurrently or separately, any one or more of the following remedies: (a) To terminate the lease as to any and all items of equipment; (b) to declare the entire rent hereafter immediately due and payable and to pursue all legal remedies in the payment thereof; (c) to retake possession of the leased equipment holding lessee fully liable for all rentals; and (d) to pursue any and other remedies legally to lessor.

11.TERMS OF PAYMENT: Rent is due on the equipment listed every 28 days, as long as the equipment has not been returned to the COMPANY, unless it is rented for less than 28 days, in which case it is due upon the return of the equipment. LESSEE agrees to pay interest at the rate of 18% per annum on all amounts not paid by LESSEE within 28 days of invoicing. In the event any action at law or equity is brought for any rent due, or for damages to equipment, or for the value of any equipment, or for the possession of any equipment wrongfully withheld, the LESSEE agrees to pay all reasonable costs of such action together with reasonable attorney fees of COMPANY's attorneys. Time is of the essence in this contract.

12.NON-RETURNED, UNCLEANED OR DAMAGED EQUIPMENT: Lessee agrees to pay, in addition to the rental charge therefore, the following: (a) The amount set forth herein as the value of the equipment not returned on the date agreed, which in no event shall be less than manufacturer's current list price, (be) for equipment not returned in the condition received, reasonable use excepted, the following: (1) For cleaning either: [a.] the amount lessor pays therefore plus 15 percent overhead, or [b.] if lessor cleans it, lessor's usual charges therefore, and the parties agree that equipment returned to lessor with paint, plaster or foreign matter on it will be subject to a cleaning charge, as not reasonable use. (2) For damaged equipment if specifically is agreed that lessor shall have no responsibility to repair and if the original manufacturer will repair it, lessee will pay the charge therefore, plus 15 percent overhead, but if the original manufacturer will not repair it, lessee will pay manufacturer's current list price.

13.ATTORNEY'S FEE: Lessee agrees to pay lessor all costs and expenses, including collection charges and attorney's fees, in enforcing the terms of this agreement.

14.LOADING AND UNLOADING: Loading and unloading of the leased equipment in lessor's yard SHALL BE supervised and directed by lessee who assumes all responsibility therefore. Lessee agrees to indemnify and hold lessor free and harmless from any and all liability for loss, damage or other injury which occurs while equipment is being loaded or unloaded.

15.INDEMNIFICATION: Lessee assumes liability for, and shall indemnify, defend and hold harmless lessor, its agents, employees, officers, directors, successors, and assigns from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions, costs, and expenses, including attorneys fees, of whatsoever kind and nature, relating to or arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by lessee or lessor), operation, ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of lessee to perform or comply with the conditions of this lease. Without limiting the generality of the foregoing, lessee shall, at its own cost and expense, defend lessor against all claims, suits or proceedings commenced by anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expenses, for all costs, expenses, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolution thereof. In the event any such action is commenced naming lessor as a party, lessor may, in its sole discretion, elect to defend said action on its own behalf with counsel of its choice, and lessee shall be liable for and reimburse lessee for all costs, expenses, and attorney's fees incurred by lessor in such defense. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease. PURPOSE OF THIS CLAUSE: It is understood and agreed by the parties that the purpose of this clause is to completely shift the risk of all claims relating to or arising out of the lease to the equipment to lessee hereunder. It is the intention of the parties that this clause be interpreted broadly and in favor of lessor.

16.SAFETY REGULATIONS: LESSEE SHALL: (1) erect, maintain and use the leased equipment in a safe and proper manner, (2) comply with all applicable laws ordinances, rules, regulations and orders of any public authority, including but not limited to, ALL FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) and State regulations, having jurisdiction for the safety of persons or property, and (3) comply with any rules or regulations promulgated by lessor with respect to the leased equipment, its manner of erection and use. Lessee acknowledges receipt of lessor's Operating instructions and/or Code of Safe Practice, and agrees that lessee and all Lessee's employees will AT MINIMUM comply with its provisions and all other safety provisions described herein. Lessee agrees to indemnify and hold lessor free and harmless from any and all liability for loss, damage or personal injury which results from non-compliance with any portion of this Paragraph, or from non-compliance with any law, regulation or other safety order.

17.SAFETY EQUIPMENT: Lessee agrees that LESSOR DOES NOT RENT SAFETY EQUIPMENT of any type, including but not limited to, nets, lanyards, belts, ropes and grabs. Lessee agrees to OBTAIN, PROVIDE AND USE all safety equipment, and to indemnify and hold lessor free and harmless from any liability which results from non-compliance with this Paragraph.

18.CARTAGE: Lessee agrees to pay to lessor its usual cartage charges for delivery and pickup of equipment. Time spent by lessor's driver locating the equipment, dismantling scaffold, loading, etc., will be charged at lessor's then currently hourly rate

19.WAIVER OF SUBROGATION: Lessee hereby waives all rights in and to any and all claims of subrogation that it may have against the lessor existing in the laws of Tennessee which are within the power of the lessee to waive.

20.EXECUTION OF LEASE: The parties agree that this contract is entered into at the main office of the lessor. This lease is binding when duly executed by a proper officer or agent of lessor and when duly executed by a proper officer of the lessee or by any employee, agent, teamster, or other person authorized by lessee, orally or in writing, to execute said lease upon lessee's behalf. ACKNOWLEDGEMENT OF RECEIPT BY LESSEE'S EMPLOYEE, AGENT, TEAMSTER OR OTHER AUTHORIZED PERSON SHALL CONCLUSIVELY CONSTITUTE LESSEE'S AGREEMENT TO THIS LEASE.

21. ENTIRE AGREEMENT: This lease embodies the entire agreement of the parties. It may not be modified or terminated except as provided herein or by other written agreement of the parties. If any provision herein is declared invalid, it shall be deemed amended to comply with applicable law.

22.PERSONAL PROPERTY: The equipment leased is and at all times remains personal property, notwithstanding that it, or any part of it may now be or hereafter become in any manner attached to, imbedded, or permanently resting on real property or any building or improvement thereon, or attached in any manner to what is permanent, as by means of cement, plaster, nails, bolts, screws, or the like.

23.ALTERATION OF EQUIPMENT: Lessee shall not, without the prior written consent of lessor, remove the leased equipment from the location described on Page 1, or relinquish possession of the same, nor shall lessee make any alteration or improvements in the leased property without first having obtained such written consent.

24. INSURANCE: Lessee shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof, and shall carry comprehensive public liability and property damage insurance with contracture liability, but lessee's failure to have such insurance shall not lessen lessee's obligation herein.

25.APPLICABLE LAW: This lease shall be governed by and construed under the laws of this state.

26. PHYSICAL DAMAGE: LESSEE acknowledges that the equipment noted on this invoice is in good working order and accepts the same for use. LESSEE further acknowledges that any loss or damage to the equipment, ordinary wear and tear excepted, is the obligation and responsibility of LESSEE at LESSEE'S expense. LESSOR shall notify LESSEE of any damage to equipment upon return and bill accordingly and LESSEE agrees to remit within ten days any billing or damage and should LESSEE fail to do so LESSOR may pursue collection at LESSEE'S expense including actual attorney's fees and court costs if by law allowed.

27.LESSEE IS LIABLE TO LESSOR FOR LOSS OF OR DAMAGE TO THE EQUIPMENT FROM FORESEEABLE HAZARDS EXISTING UNDER THE CIRCUMSTANCES IN WHICH THE LEASED EQUIPMENT IS USED.

(1) ANY CORROSION CAUSED BY INDUSTRIAL EMISSIONS INTO THE ENVIRONMENT IN WHICH THE EQUIPMENT IS USED.

(2) LOSS OR DAMAGE CAUSED BY THE USE OR OPERATION OF THE EQUIPMENT IN VIOLATION OF THE RENTAL AGREEMENT.

(3) LOSS DAMAGE OCCURRING WHILE THE EQUIPMENT IS BEING LOADED, UNLOADED, TRANSPORTED OR TOWED.

28.If you pay the damage waiver charge (DWC) as specified, subject to the limitations and exclusions below. Lessor agrees to modify the terms of this contract and relieve you of liability for accidental damage to the rented item(s) on this contract, up to a maximum of \$2500. We exclude from this waiver, however, any loss or damage due to theft, burglary, misuse or abuse, any Tire or Glass damage, theft by conversion, intentional damage, mysterious disappearance or other loss due to your failure to care for the rented item(s) as a prudent man would his own property, such as proper lubrication. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that you must file a report to the proper law enforcement authorities and furnish us with a copy. In addition, if you have insurance for the loss or damage, you shall exercise, and shall empower us to exercise, all your rights to obtain recovery under insurance, shall cooperate with Lessor to obtain recovery and all insurance proceeds shall be given or assigned to Lessor.

29.By acknowledging and signing this rental agreement you are granting permission to Christopher Equipment to contact you on the mobile phone number associated with this rental. This can be by phone, text, and email. You retain the right to revoke text permission at any time. By consenting via this agreement, you grant permission for Christopher Equipment to contact you for any reason. Reasons we may contact you include: suspecting fraud or suspicious activity, status of rental, past due rentals, troubleshooting, equipment training, notification of late payments, and/or collection efforts. Christopher Equipment will NOT provide your information to any outside sources for solicitation or marketing purposes. Messages & data rates may apply.

30. DELIVERY & PICKUP In the course of delivering goods or services, we expressly disclaim any responsibility for property damage incurred, whether directly or indirectly, arising from the delivery process. Recipients are advised to inspect and secure their premises, and any claims related to property damage shall be deemed outside the scope of our liability. Any special requests should be made before the delivery to both the counter personnel and delivery driver. Otherwise the safest most reasonable actions will be taken to complete delivery and pickup.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, THAT THIS CONTRACT IS TO BE PERFORMED AT THE ADDRESS ON THE FRONT SIDE OF THIS INVOICE, AND ALL PAYMENTS HEREUNDER ARE TO BE MADE AT THAT ADDRESS.

IT IS FURTHER AGREED THAT ANY ACTIONS AT LAW OR EQUITY ARISING FROM THIS CONTRACT OR THE SUBJECT MATTER THEREOF MAY BE BROUGHT AT THE ADDRESS ON THE REVERSE SIDE OF THIS INVOICE.

**PURCHASE AGREEMENT FOR
A 2019 NIFTYLIFT SP45D 4X4**

This Purchase Agreement (“Agreement”) is entered into as of April 8, 2026 (“Effective Date”), by and between Murfreesboro City Schools, a Tennessee municipal school district (“District”), and Christopher Equipment, Inc. (“Contractor”).

1. **Equipment.** Contractor agrees to sell and District agrees to purchase one (1) 2019 NiftyLift SP45D 4x4, as described in Contractor’s Quote q2697-1 dated March 13, 2026, which is incorporated by reference. All equipment must be fully functional and suitable for use in a warehouse environment.
2. **Price and Payment.** The total purchase price is \$36,100.00, inclusive of all fees and charges. District shall pay only after the equipment is delivered, inspected, accepted, and properly invoiced. Payment requires a valid District purchase order. Any vendor terms requiring payment in advance, payment upon delivery without inspection, or financing approval are expressly rejected.
3. **Delivery; Risk of Loss.** All goods shall be delivered FOB Destination to the location designated by the District. Title and risk of loss shall remain with Contractor until the goods have been delivered, inspected, and accepted by the District. Contractor shall be responsible for all shipping, handling, freight, and delivery costs unless otherwise expressly agreed in writing. Any conflicting shipping terms, including FOB Origin or similar terms in Contractor’s proposal or documentation, are expressly rejected.
4. **Warranty.** Contractor warrants that all goods provided under this Agreement shall be of good quality, free from defects in material and workmanship, and in conformity with the specifications and requirements of this Agreement. Contractor further warrants that the goods shall be fit for their intended purpose. Contractor shall assign and pass through to the District all manufacturer warranties applicable to the goods and shall reasonably assist the District in enforcing such warranties. In the event of any breach of warranty, Contractor shall, at no cost to the District and within a reasonable time, repair or replace the defective goods, at the District’s option. These warranties are in addition to any other rights or remedies available to the District under law or in equity.
5. **Termination.** District may terminate this Agreement for Contractor’s material failure to perform. Contractor shall have fifteen (15) calendar days to cure after written notice, unless the failure cannot reasonably be cured. Any vendor cancellation penalties or restocking fees are expressly rejected unless agreed to in writing by the District.
6. **Compliance with Law.** Contractor agrees to comply with all applicable federal, state, and local laws.
7. **Taxes.** District is tax-exempt and will provide documentation upon request. Contractor is responsible for its own taxes.
8. **Assignment.** Contractor may not assign this Agreement without District’s written consent.
9. **Governing Law and Venue.** This Agreement is governed by Tennessee law. Venue lies exclusively in Rutherford County, Tennessee.
10. **Entire Agreement.** This Agreement and the referenced Buyer’s Order constitute the entire agreement and may be amended only in writing signed by both parties.
11. **Effective Date.** This Agreement becomes binding when signed by authorized representatives of both parties.

12. **Authority of Signatories.** Each individual executing this Agreement on behalf of a party represents and warrants that they have full legal authority to bind such party to the terms of this Agreement, and that no further approvals, consents, or authorizations are required.

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

MURFREESBORO CITY SCHOOLS

CHRISTOPHER EQUIPMENT, INC

By: _____
Bobby N. Duke, III

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Lauren Bush, Assistant City Attorney

Agenda Item Title: Board Policy 1.401, *Public Participation in Board Meetings*

Board Meeting Date: April 7, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Recent amendments to Tennessee Code Annotated § 8-44-112 by Public Chapter 300 require that all local governing bodies, including school boards, provide an opportunity for public comment at each public meeting on both (1) agenda items and (2) any matter germane to the governing body's jurisdiction, regardless of whether the matter appears on the agenda. The current Board Policy 1.401 limits public comment to agenda items only and must be revised to ensure compliance with state law change.

Staff Recommendation

Approve the proposed revisions to Board Policy 1.401 to align with updated state law requirements regarding public comment at public meetings.

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Public Participation in Board Meetings	Descriptor Code: 1.401	Issued Date: 07/25/23 04/14/26
		Rescinds:	Issued: 01/2000

1 INTENT OF POLICY

2 The Board of Education recognizes the value of stakeholder engagement through public comment on
3 educational issues and the importance of allowing community members to express themselves on
4 school-related business. The Board offers public participation to members of the public in four
5 circumstances:

- 6 1. The Director of Schools may ask a citizen with business before the Board to make a
7 presentation as part of the regular agenda;
- 8 2. The Board may, when topics of general interest occur, schedule public hearings on specific
9 topics as part of its regular agenda;
- 10 3. In accordance with other Board policies or state or federal law, the Board may schedule a
11 hearing in which members of the public may be witnesses as part of its preset agenda;
- 12 4. During a public comment period in compliance with this policy.

13 PUBLIC COMMENT PERIOD¹

14 Any public meeting of the Board with actionable items on the agenda shall have a period of public
15 comment on those actionable items at the beginning of the meeting, with the exception of teacher
16 disciplinary hearings. The total public comment period shall be for no more than fifteen minutes.

17
18 Individuals will be allowed three minutes to speak with respect to an action item on the agenda and
19 matters that are germane to the Board's jurisdiction. ~~All comments are restricted to comments on~~
20 ~~action items on the agenda for the meeting.~~ The Chair shall have the authority to declare an individual
21 out of order, if after an initial warning, an individual continues to speak on a topic that is unrelated to
22 an action item on the agenda not germane to the Board's jurisdiction. The Chair shall have the authority
23 to terminate the remarks of any individual who violates state law or does not adhere to Board rules.²

24
25 The Board shall not take up any action item on the agenda before the end of the public comment
26 period; provided, however, the Chair may close the public comment period prior to the end of the
27 fifteen-minute period if all individuals who signed up to speak at the meeting have been afforded an
28 opportunity to speak. The Chair shall have the discretion to extend the public comment period for no
29 more than an additional fifteen minutes if additional time is reasonably necessary to ensure that
30 opposing viewpoints are fairly represented during the public comment period. The Chair need not
31 extend the public period beyond fifteen minutes merely because the fifteen-minute period expired
32 before all of the individuals who registered to speak were able to speak.

33 ADDRESSING THE BOARD DURING PUBLIC COMMENT

34 Individuals wishing to address the Board during the public comment period must sign up at least six
35 hours prior to the meeting start time by either sending an e-mail or calling the phone number set forth
36

- 1 in the public notice of the meeting. Individuals registering to speak at a meeting should state the ~~action~~
- 2 ~~item~~topic about on which they wish to speak and whether they will be speaking in support or in
- 3 opposition ~~to the item, if applicable~~.

¹ ~~Public Acts of 2023, Chapter No. 300~~TCA 8-44-112; City of Murfreesboro, Resolution 23-R-23

² TCA 39-17-306

Agenda Item Title: Cooperative Purchasing Agreement with Benchmark Companies, LLC for Playground Mulch

Board Meeting Date: April 14, 2026

Department: Operations

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Murfreesboro City Schools seeks approval to utilize a cooperative purchasing agreement with Benchmark Companies, LLC through an existing contract with Metropolitan Nashville Public Schools (Contract #7573587) for the purchase, delivery, and installation of playground mulch on an as-needed basis. This cooperative agreement allows the district to procure these materials at the same pricing and terms competitively awarded by Metro Nashville. The work will occur during the Summer 2026 months to support ongoing maintenance and safety of playground surfaces across the district.

Staff Recommendation

Approve the cooperative purchasing agreement with Benchmark Companies, LLC for playground mulch services.

Fiscal Impact

Costs will be determined on an as-needed basis, not to exceed budgeted limits within the Maintenance budget, and are anticipated to exceed \$50,000.

Connection to MCS's Five-Year Strategic Plan

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



BOARD OF EDUCATION CONTRACT

FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION

TO: Jenneen Reed, Finance Director
Metropolitan Department of Finance

Contract Number: 7573587 Contractor: Benchmark Companies LLC
Sourcing Method: Amendment of a Previously Board Approved Contract
Start Date: 10/29/2025 End Date: 11/28/2028
Address: P.O. Box 331516 City: Murfreesboro State: TN Zip: 37133
Supplier Number: 19847 Supplier Email: scott@benchmarkcos.com

PURPOSE OF CONTRACT:

Amendment #1 increases the contract value. Contract is for the provision of purchase, delivery, and installation of playground mulch on an as needed basis.

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **No** Board Approval Date: **10/28/2025**
Is this an Intergovernmental Contract? **No**

GRANT SUMMARY (IF APPLICABLE):

Grant Name:
Amount expected to receive: Business unit to which it will be deposited:
Are matching funds required? No If yes, amount of obligation:
If yes, specify fund that is being obligated:

AMENDMENT FINANCIAL SUMMARY:

The additional funding obligated by the amendment: \$1,000,000.00
Select from the drop-down \$1,750,000.00

BUDGET INFORMATION:

Account number: 80101085.503600.6300499 Fund number: *kk* *AB*

MNPS Contact Person: Shawn Thomas
Email Address: shawn.thomas@mnps.org

Contract Agent: Chris Mundy
Email Address: Christopher.Mundy@mnps.org

**AMENDMENT NUMBER 1 TO
METROPOLITAN NASHVILLE PUBLIC SCHOOLS CONTRACT
WITH
BENCHMARK COMPANIES LLC
FOR
PURCHASE OF GOODS/SERVICES**

This amendment is entered into by and between the **Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Nashville Public Schools** (“MBPE” or “MNPS”) and **Benchmark Companies LLC** (“Contractor”).

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement filed with the Metro Clerk’s Office on December 6, 2023 MBPE Contract # 7573587, collectively hereinafter the “Contract”, the parties hereby agree as set forth below.

1. The following items have hereby been added or deleted:

a. Section 2.2, Compensation, should be modified to read:

“MNPS will compensate Contractor in accordance with the following:

\$40 per cubic yard for purchase, delivery and installation of playground mulch.

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

There will be no other charges or fees for the performance of this Contract. Should this contract be eligible for annual escalation/de-escalation adjustments those annual adjustments must be in accordance with the RFQ and bid documents of this Contract. Any such annual price adjustment must be submitted to the Director of Procurement no less than ninety (90) days prior to the **annual anniversary** of the Contract Term. Any such adjustment, if approved by the Director of Procurement, shall become effective on the annual anniversary of the Contract Term.

Total compensation to be paid to Contractor under this Contract is not to exceed **\$1,750,000.”**

2. Subject to the modifications set forth in this Amendment, the above-referenced Contract between the parties is hereby ratified and confirmed.

3. This Amendment shall not be binding upon the parties until it has been signed first by the authorized

representatives of Contractor, by the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

~~ BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK ~~

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

APPROVED:

Freda Player
MBPE Board Chair

RECOMMENDED:

Kevin Edwards *SG*
Director of Procurement

Casey Megow *RT*
Department Head

Maura Black Sullivan
Executive Staff Member

APPROVED AS TO AVAILABILITY OF FUNDS:

Account #: 80501021.502701 *kk*

Jorge Pobles
Chief Financial Officer

Jennine Reed/MLL *AB*
Metropolitan Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Nani Gilkerson
Metropolitan Attorney

CONTRACTOR:

Benchmark Companies
Firm/Organization

Josh Collett
Signature

Josh Collett
Name

VP Business Operations
Title

10/20/2025 | 10:00 AM PDT
Date

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

Austin Kyle
Metropolitan Clerk

11/10/2025 | 2:06 PM PST
Date Filed

Certificate Of Completion

Envelope Id: F3600B45-C190-481C-A426-64C1E0239422

Status: Completed

Subject: Benchmark Companies LLC 7573587

Contract Number: Benchmark Companies LLC 7573587

Source Envelope:

Document Pages: 4

Signatures: 9

Envelope Originator:

Certificate Pages: 4

Initials: 6

Christopher Mundy

AutoNav: Enabled

2601 Bransford Ave.

Envelopeld Stamping: Enabled

Nashville, TN 37204

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

Christopher.Mundy@mnps.org

IP Address: 96.4.9.1

Record Tracking

Status: Original

Holder: Christopher Mundy

Location: DocuSign

10/20/2025 9:06:33 AM

Christopher.Mundy@mnps.org

Signer Events

Signature

Timestamp

Josh Collett

josh@benchmarkcos.com

VP Business Operations

Benchmark Companies

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 71.24.7.37

Sent: 10/20/2025 10:47:47 AM

Resent: 10/20/2025 10:48:43 AM

Viewed: 10/20/2025 11:58:42 AM

Signed: 10/20/2025 12:00:34 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Scott Ghee

Scott.Ghee@MNPS.org

Contracting Manager

Metro Nashville Public Schools

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 96.4.9.1

Sent: 10/20/2025 12:00:37 PM

Viewed: 10/22/2025 6:36:38 AM

Signed: 10/22/2025 6:37:04 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kevin Knapp

Kevin.Knapp@mnps.org

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 12.4.153.126

Sent: 10/22/2025 6:37:08 AM

Viewed: 10/22/2025 5:14:48 PM

Signed: 10/22/2025 5:15:04 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Robert Thomas

Robert.Thomas@mnps.org

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address:
2607:fb91:50d:48d0:ad4:f51:5061:f390
Signed using mobile

Sent: 10/22/2025 5:15:06 PM

Viewed: 10/23/2025 7:25:10 AM

Signed: 10/23/2025 7:25:38 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events**Signature****Timestamp**

Casey Megow
 casey.megow@mnps.org
 Security Level: Email, Account Authentication
 (None)

Casey Megow

Sent: 10/23/2025 7:25:41 AM
 Viewed: 10/23/2025 1:45:31 PM
 Signed: 10/23/2025 1:45:42 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 96.4.9.1

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kevin Edwards
 Kevin.Edwards@mnps.org
 Director of Procurement
 Metro Nashville Public Schools
 Security Level: Email, Account Authentication
 (None)

Kevin Edwards

Sent: 10/23/2025 1:45:45 PM
 Viewed: 10/23/2025 1:48:57 PM
 Signed: 10/29/2025 7:09:23 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 96.4.9.1

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Maura Black Sullivan
 Maura.Sullivan@mnps.org
 Chief Operating Officer
 Security Level: Email, Account Authentication
 (None)

Maura Black Sullivan

Sent: 10/23/2025 1:45:45 PM
 Viewed: 10/23/2025 4:01:57 PM
 Signed: 10/23/2025 4:02:14 PM

Signature Adoption: Pre-selected Style
 Using IP Address:
 2600:1002:b00f:d4f8:b16a:70f:9c6d:9a2e
 Signed using mobile

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Jorge Robles
 jorge.robles@mnps.org
 Chief Financial Officer
 Security Level: Email, Account Authentication
 (None)

Jorge Robles

Sent: 10/29/2025 7:09:26 AM
 Viewed: 10/29/2025 10:42:43 PM
 Signed: 10/29/2025 10:43:58 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 96.4.9.1

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Freda Player
 Cameo.Bobo@mnps.org
 Board Chair
 Security Level: Email, Account Authentication
 (None)

Freda Player

Sent: 10/29/2025 10:44:00 PM
 Viewed: 10/30/2025 12:34:21 PM
 Signed: 10/30/2025 12:34:30 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 50.221.207.226

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Amanda Brown
 Amanda.Brown@nashville.gov
 Security Level: Email, Account Authentication
 (None)

AB

Sent: 10/30/2025 12:34:33 PM
 Viewed: 10/31/2025 8:49:20 AM
 Signed: 10/31/2025 8:50:49 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Jenneen Reed/MAL
Michelle.Lane@nashville.gov
PUrchasing Agent
Security Level: Email, Account Authentication (None)

Jenneen Reed/MAL

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.191

Sent: 10/30/2025 12:34:33 PM
Viewed: 10/30/2025 12:44:09 PM
Signed: 11/3/2025 4:22:16 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sally Palmer
Sally.Palmer@nashville.gov
Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 170.190.198.100

Sent: 11/3/2025 4:22:19 PM
Viewed: 11/4/2025 1:39:47 PM
Signed: 11/4/2025 1:42:45 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Nani Gilkerson
nani.gilkerson@nashville.gov
Security Level: Email, Account Authentication (None)

Nani Gilkerson

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.144

Sent: 11/4/2025 1:42:49 PM
Viewed: 11/6/2025 2:55:34 PM
Signed: 11/6/2025 2:56:48 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Austin Kyle
publicrecords@nashville.gov
Metropolitan Clerk
Security Level: Email, Account Authentication (None)

Austin Kyle

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 11/6/2025 2:56:54 PM
Viewed: 11/10/2025 4:06:23 PM
Signed: 11/10/2025 4:06:31 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Sally Palmer
Sally.Palmer@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/6/2025 2:56:52 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Angela White
Angela.White@MNPS.org
Buyer
Metro Nashville Public Schools
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 11/10/2025 4:06:33 PM

Christie Jett
Christie.Jett@mnps.org
Purchasing
Metro Nashville Public Schools
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 11/10/2025 4:06:34 PM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	10/20/2025 10:47:47 AM
Envelope Updated	Security Checked	10/20/2025 10:48:42 AM
Envelope Updated	Security Checked	10/20/2025 10:48:42 AM
Envelope Updated	Security Checked	10/21/2025 8:10:26 AM
Envelope Updated	Security Checked	10/21/2025 8:10:26 AM
Certified Delivered	Security Checked	11/10/2025 4:06:23 PM
Signing Complete	Security Checked	11/10/2025 4:06:31 PM
Completed	Security Checked	11/10/2025 4:06:34 PM

Payment Events	Status	Timestamps
----------------	--------	------------



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

**ADOPTION OF COOPERATIVE PURCHASING AGREEMENT
BETWEEN
MURFREESBORO CITY SCHOOLS
AND
BENCHMARK COMPANIES, LLC.**

Murfreesboro City Schools is a local education agency pursuant to Tennessee Code Annotated § 49-1-103(2). Murfreesboro City Schools entered into a cooperative purchasing pursuant to Tennessee Code Annotated § 12-3-1203 to purchase materials and services from Contract Number 7573587 between Metropolitan Nashville Public Schools and Benchmark Companies, LLC.

Murfreesboro City Schools agrees to purchase materials and services directly from Benchmark Companies, LLC at the same price and under the same terms of the contract awarded under Contract Number 7573587 between Metropolitan Nashville Public Schools and Benchmark Companies, LLC. This adoption is made in connection with a multiyear contractual arrangement and specifically applies to materials and services to be performed and/or delivered during Summer 2026. Murfreesboro City Schools agrees to be financially and legally responsible for all goods and services purchased under the cooperative purchasing agreement.

This acknowledgment does not create any obligation or liability on the part of the lead agency or cooperative entity with respect to the District’s purchases.

MURFREESBORO CITY SCHOOLS

Dr. Bobby N. Duke, III
Director of Schools

Date

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

By signature below, Benchmark Companies, LLC acknowledges that Murfreesboro City Schools is purchasing materials and services pursuant to Contract Number 7573587 with Metropolitan Nashville Public Schools and subject to the terms of the contract awarded. Benchmark Companies, LLC agrees to make Murfreesboro City Schools aware of any substantive or legal changes to the contract referenced above, including termination of the agreement by either party.

Authorized Agent

Date

Print Name: _____

Title: _____

Agenda Item Title: Cooperative Purchasing Agreement with City Electric Supply (GSA)

Board Meeting Date: April 14, 2026

Department: Operations

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Administration requests approval to utilize a cooperative purchasing agreement with City Electric Supply-GSA through the 791 Purchasing Cooperative for electrical supplies, equipment, and services. This contract was competitively procured through an RFP process and is valid from July 9, 2025 through July 9, 2030, with optional renewals. The district expenses with this vendor have reached the \$50,000 threshold to support ongoing operational and facility needs; therefore, formal Board approval is required to ensure compliance with purchasing policies and to allow continued procurement under this cooperative contract moving forward.

Staff Recommendation

Approve the use of the 791 Purchasing Cooperative contract with City Electric Supply- GSA for the purchase of electrical supplies, equipment, and services.

Fiscal Impact

Costs will be determined on an as-needed basis, not to exceed budgeted limits within the Maintenance budget, and are anticipated to exceed \$50,000.

Connection to MCS's Five-Year Strategic Plan

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

KILLEEN DAILY HERALD

Serving The Growing Central Texas Area

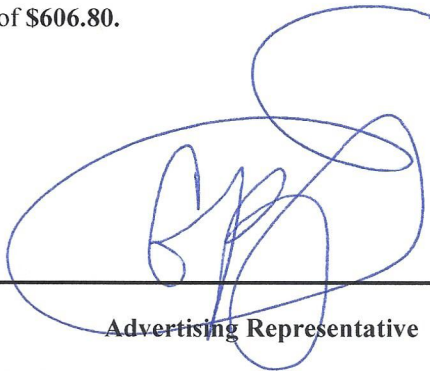
PUBLISHER'S AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF BELL

Personally appeared before the undersigned authority

GERTRUDE PEACOCK who being sworn says that the attached ad for: **791 PURCHASING COOPERATIVE** published in the **KILLEEN DAILY HERALD** on the following dates to-wit: **MAY 23 & 30, 2025** at a cost of **\$606.80**.

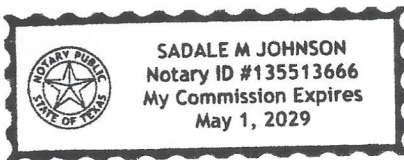


Advertising Representative

Subscribed and sworn before me on MAY 30, 2025.



Notary Public, Bell, Texas



Notice: 791 Purchasing Cooperative on behalf of the lead public agency The Central Texas Council of Government is posting the following procurement solicitations at www.791coop.org. All solicitations advertise on May 23 and May 30, 2025: 791202505001 Transportation Technology and Services, 791202505002 Bulk Fuel Services: Diesel, Gasoline, Propane, and Alternative Fuels, 791202505003 Bus Remanufacturing, Repair, Equipment, and Services, 791202505004 HVAC Equipment, Installation, Technology, Maintenance, and Services, 791202505005 Government Consulting Services, 791202505006 Energy Savings Performance Contracts, 791202505007 Electrical Supplies, Equipment, and Services, 791202505008 Transportation Network Company Services and Fixed-route Transportation Services. Responses are due June 18, 2025 at 1:00 pm Central Time. These solicitations are for a multistate consortium and companies that can provide products, services, and solutions to public agencies in Texas and all 50 states. Information regarding the solicitations may be found online at www.791Coop.org or by email at support@791Coop.org or by calling 210.757.3775. All Proposals will be received and opened, electronically at <https://791Coop.ionwave.net> or CTCOG 2180 N Main St, Belton, TX 76513. (Legal Notice published in the Killeen Daily Herald on May 23 & 30, 2025.)



791 Purchasing Cooperative Contract Award

July 09, 2025

City Electric Supply – GSA

Christopher White

Address: 400 S Record st

Dallas, TX 75202

791 Awarded Contract – RFP #791202505007 Electrical Supplies, Equipment, and Services.

791 Contract Number – 202505007

CONTRACT AWARD

Congratulations! This award is for an intergovernmental cooperative purchasing agreement. The 791 Purchasing Cooperative (791 Coop) on behalf of the Central Texas Council of Governments (CTCOG) with delegated authority to the Executive Director by the Board of Directors has awarded City Electric Supply - GSA. This Agreement will be in effect from 07/09/2025 through 07/09/2030. There are three (3) automatic contract renewal one (1) year term options from 07/09/2030 to 07/09/2031, 07/09/2031 to 07/09/2032, and 07/09/2032 to 07/09/2033.

ADMINISTRATIVE CONSIDERATIONS

Award of annual contract in compliance with the bid laws of the State of Texas are recommended.

RECOMMENDATIONS

791 Coop recommends the following contract be awarded based on the Request for Proposal (RFP) process: 791 Awarded Contract – RFP #791-2025-05-007 Electrical Supplies, Equipment, and Services to City Electric Supply - GSA.

Action Required

Approve

Disapprove


[Jim Reed \(Jul 18, 2025 13:08 CDT\)](#)

18/07/2025

Signature
CTCOG Executive Director

Date



COMPETITIVE PROCUREMENT SOLICITATION DOCUMENT

791 Purchasing Cooperative

A Cooperative Purchasing Program available for participants by Government
and Other Entities in all fifty states.

AND

Lead Agency:

CENTRAL TEXAS COUNCIL OF GOVERNMENTS

RFP #791202505007 Electrical Supplies, Equipment, and Services.

Addendum 1

Submission Deadline: July 2, 2025, at 1:00 pm Central Time Central Texas

Council of Governments

ATTN: 791COOP

2180 North Main Street,

Belton, TX 76513

Questions: Admin@791Coop.org or 210.757.3775

The solicitation documents may be found at <https://791COOP.ionwave.net>

If a problem is encountered accessing the solicitation, please contact 791 PURCHASING COOPERATIVE at the address or phone listed above for help.

NOTICE TO PROPOSER(S): ANY FURTHER INFORMATION OR AMENDMENTS TO THIS SOLICITATION SHALL BE POSTED ON THE 791 PURCHASING COOPERATIVE WEBSITE AT <http://www.791Coop.org>. AMENDMENTS SHALL NOT BE FAXED, EMAILED, OR MAILED. IT IS THE PROPOSER(S)'S RESPONSIBILITY TO CHECK THE WEBSITE FOR ANY SOLICITATION CHANGES DURING THE RFP RESPONSE TIME.

This Solicitation is a Request for Proposals as permitted in the Texas Local Government Codes, 252, 262, and 271.

NOTICE: The use of the terms Solicitation, Bid, Request for Proposals, RFP, Request for Competitive Sealed Proposals, RFP, or other specific terms may not be accurate in legal terminology and should be construed to mean the method of competitive procurement listed above with the legal citation of the source of the procurement method. Example: "This Solicitation is a Request for Proposals as permitted in the *Texas Local Government Code Section 252, 262, and 271.*"

I. ABOUT 791 PURCHASING COOPERATIVE (791COOP)

A. It is the purpose of this SOLICITATION to establish awarded vendor agreements to satisfy the competitive procurement needs of participating entities in this commodity category. These awarded agreements will enable participant entities to purchase on an “as needed” basis from competitively awarded agreements with high-performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties, and educational entities.

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless the proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a software company may not propose to perform construction work)
- 791COOP reserves the right to award multiple vendors based on the lowest responsible bidder or best value for each solicitation.
- This proposal is requested for the benefit of the current participants and other new participants as they execute 791COOP Participant's Agreements in the future.
- 791COOP reserves the right to extend the proposal deadline for any reason.
- 791COOP reserves the right to make changes to this Solicitation by way of one or more posted addenda.

B. Benefits of 791COOP

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according to the Laws of the State of Texas and Federal Regulation 2 CFR part 200, and other State and Federal Regulations when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yield economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with “high-performance” vendors.
- Maintain credibility and confidence in business procedures by maintaining free, fair, and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for the competitive procurement process for all 791 COOP Awarded Agreements.

C. Customer Service

- 791COOP staff is available to participants for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decisions.
- 791COOP provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- 791COOP enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

D. Purchasing Procedures

- Agreements are established through free, full, and open competition as described by the laws of the State of Texas and are available for piggyback by other government entities anywhere in the United States, subject to each entity’s jurisdictional law and regulation. Purchase orders or equivalents are issued by

participating governmental entities directly to the Vendor or vendor-assigned dealer. Purchase orders or equivalent are sent to the 791COOP offices where they are reviewed by the 791COOP staff and forwarded to the Vendor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the vendor and report the purchase to 791COOP.

- **NOTE: It is always the vendor's responsibility under the 791COOP agreements to report all sales under the agreement to 791COOP.**
- Vendors deliver goods/services directly to the participating participant agency and then invoice the participating participant agency. The Vendor receives payment directly from the participating participant agency.

E. Partnerships with 791 Purchasing Cooperative

- 1) **The Texas Conference of Urban Counties represents 34 Counties and 79% of the Texas Population or about 23 million residents.**
- 2) **The State of Texas CTCOG is a Lead Agency with 791COOP and CTCOG represents 43 Public School Districts in their service area.**
- 3) **The Central Texas Council of Government is a Lead Agency with 791COOP and CTCOG representing over 40 local governments and a population of approximately 523,000 residents.**
- 4) **791COOP may add additional partnerships to this program.**
- 5) **It is estimated that contracts awarded under this RFP will total over \$25-100 million annually with competitive pricing proposed.**

F. Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to 791COOP participants. Also, according to the Texas Public Information Act TEXAS GOVERNMENT CODE, CHAPTER 552, any documents or information held by 791COOP "may" be public information. In the documents for the proposer to complete is a declaration form entitled "CONFIDENTIAL INFORMATION CLAIM FORM." INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF CENTRAL TEXAS COUNCIL OF GOVERNMENTS (CTCOG) AND 791COOP IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 252 The CONFIDENTIAL INFORMATION CLAIM FORM that is completed by the proposer designating specified pages as confidential or waives confidentiality of the entire proposal. The information that is requested to remain confidential must be attached to the CONFIDENTIAL INFORMATION CLAIM FORM signed. The Form must be uploaded and submitted with the Vendor's response.

II. SUMMARY OF RFP INSTRUCTIONS

THIS SOLICITATION IS FOR AN INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) AGREEMENT THIS IDIQ SOLICITATION IS INTENDED FOR THE USE OF CTCOG, 791COOP, AND 791COOP PARTICIPANT ENTITIES OR FUTURE PARTICIPANTS TO PIGGYBACK UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. BECAUSE PARTICIPANT ENTITIES PIGGYBACKING UPON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR DISCRETION AND TIMING, AND SCOPE REQUIREMENTS OF THE SOLICITATION MAY CHANGE DURING THE LIFE OF THE RESULTING IDIQ AGREEMENTS AND NO SPECIFIC VOLUME OF PURCHASES IS GUARANTEED BY 791COOP.

Below is a summary of the important RFP deadlines and submittal instructions. More detailed information is provided in the following pages of this RFP:

III. GENERAL INFORMATION

A. The financing of 791COOP and Lead Agency Central Texas Council of Governments.

1. **791COOP Vendor Paid Fee:** The total cost of the 791COOP program is funded through an administration **fee of 1.00%** paid to 791COOP by the awarded contractors. The fee is based on actual vendor project sales. The vendor will pay the fee on the actual invoices and paid sales to 791COOP participants. Fees are not assessed to vendors for shipping costs, required bond costs, or any taxes that may be applicable.
2. 791COOP establishes a fee for each solicitation for proposals that are in the best interest of 791COOP and its participants.

B. Additional Information

1. **Term of Agreement and Renewals:** The initial term of the agreement is restricted to (5) years. Awarded optional agreements may be extended for three (3) additional one (1)-year terms. The extension is automatic unless either party exercises its right to terminate as provided in the Vendor Agreement.

THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. 791COOP reserves the right to solicit additional proposals at any time it is in the best interest of 791COOP and/or its participants.

2. **Termination for Cause:** 791COOP or the awarded vendor may terminate an award under this solicitation for cause. Either Party must provide the other Party with 30 days written notice to respond to the notice at the address provided in the response or as otherwise provided
The Awarded vendor shall provide 791COOP with 90 days written notice to protect the interests of the 791COOP participants that may be in negotiation.

Vendor Questions: **Questions about this solicitation shall be submitted to admin@791COOP.org with the following in the subject line: "RFP #2025-05-0XX RFP Title contractor question."** Questions of a ministerial nature will be answered without an addendum (<https://791coop.ionwave.net/CurrentSourcingEvents.aspx>), but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by 791COOP will be addressed by properly posted addendum.

QUESTIONS WILL BE RECEIVED UNTIL June 11, 2025, AT 5:00 PM Local Time.

3. **Pre-Bid Meeting:** NO Pre-Bid Meeting Scheduled. A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email admin@791COOP.org by 10 a.m., **MAY 30, 2025**. If a Pre-Bid meeting is scheduled, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties. If requested, 791COOP reserves the right to determine if a Pre-Bid Meeting is held or not held.

4. ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

The anticipated schedule is as follows:

Solicitation Issued	May 21, 2025
Pre-Proposal Conference	None Scheduled
Inquiry Period Ends	June 25, 2025, at 5:00 PM (CDT)
Proposal Due Date	July 2, 2025, 1:00 PM (CDT)
Anticipated Award	July 9, 2025, *

***This date may be later or earlier, depending upon the number of proposals received.**

791COOP agreements are available for use by all schools, colleges, universities, cities, counties, and other government entities in all fifty states if permitted by the jurisdiction of the governmental entities.

IV. PROPOSAL SCORING AND EVALUATION

A qualified evaluation committee will evaluate and score all proposals. Recommendations for awards will be made to the CTCOG Executive Board/Committee. Awards will be granted or denied at the monthly stated meeting of the CTCOG Executive Board/Committee. 791COOP will base a recommendation for award on factors permitted by the *Texas Government Code section 252.043*. The factors that will be considered and weighted points in each area are as follows (100 total points):

791COOP shall use a final overall scoring system to include consideration for competitive pricing, best value price, and cost evaluation. 791COOP reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best value price as it relates to the products and services. However, price is ultimately only one of the factors taken into consideration in the evaluation and award. 791COOP shall reserve the right to reject any or all proposals or any part of any proposal. The following evaluation criteria are mandated for consideration by *Texas local government codes 252, 262, & 271*.

1. Purchase Price: **(30) point weight**. Per prices quoted as related to information within the request for proposals and the discount off MSRP or other published list pricing or stated prices of goods.
2. The reputation of the vendor and of the vendor's goods or service, **(10) point weight**. References and 791 COOPERATIVE staff knowledge and any other available information known to 791 COOPERATIVE may be used to score this criterion.
3. The quality of the vendor's goods or services; **(20) point weight**. Proposal response and 791 COOPERATIVE staff knowledge and any other available information known or available through the RFP or otherwise to 791 COOPERATIVE may be used to score this criterion.
4. Extent to which the Goods and Services meet the needs; **(20) point weight**. 791 COOPERATIVE evaluators will determine if the proposal provides value to 791 COOPERATIVE participants and if the goods and/or services offered by the proposer meets the needs outlined in the solicitation.
5. Vendor's past relationship; **(0) point weight** –New Contract and no past relationships.
6. The total long-term cost to 791 COOPERATIVE and its participants to acquire the vendor's goods or services: **(10) point weight**.
7. Experience: **(10) point weight** - <1 year = 0 points; 1 -3 years = 5 points; 4-6 years =8 points; >6 years = 10 points
8. Residency: **(0) point weight** –for a contract for goods and services, *other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials*, whether the vendor or the vendor's ultimate parent company or majority owner:
 - (A) has its principal place of business in this state; or
 - (B) employs at least 500 persons in this state

Federal funds may be utilized by CTCOG or 791 COOPERATIVE participant entities during the life of this contract, and residency is a prohibited criterion under federal regulation, it has been considered and assigned a **weight of 0 points**.

9. Impact on the ability to comply with requirements for Historically Underutilized Businesses and nonprofit organizations employing persons with disabilities and Disadvantaged Business Enterprises : **(0) point weight** – There are no Texas laws that apply to this procurement but since federal funds are anticipated to be utilized during the life of this contract, the proposer should agree to abide by the federal regulations in the forms contained in this SOLICITATION document related to underutilized businesses in its subcontracting practices. This factor has been considered and due to the foregoing, no points will be assigned. NOTE: Failure to agree to comply with the federal regulations in the forms herein shall make use of federal funds to purchase the goods or services proposed unallowable.
- a. Historically Underutilized Business as defined by the State of Texas. Historically Underutilized Business (HUB) Program. The Statewide Procurement Division Historically Underutilized Business (HUB) Program administers the HUB program in accordance with Texas Government Code Section 2161 and Texas Administrative Code, Title 34, Chapter 20, Subchapter D, Division 1, Sections 20.281 to 20.298.
 - b. DBEs, as defined in 49 CFR Part 26, can compete fairly for DOT-assisted contracts. PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS. Additionally, 791COOP is committed to removing barriers to the participation of DBEs on DOT-assisted contracts. The DBE requirements of 49 CFR Part 26 applies to this procurement. By submitting its bid/proposal, Bidder/Proposer certifies that it will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs are given the maximum opportunity to compete for and participate in the performance of this contract. Bidder/Proposer further certifies and agrees that it has not and will not discriminate on the basis of race, color, national origin, or sex in the award of subcontracts under this contract or in the performance of this contract.

PROPOSERS FALLING BELOW A 75-point THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD

V. SPECIFICATIONS

This solicitation is for RFP #791202505007 Electrical Supplies, Equipment, and Services.

This solicitation and seeking providers for Electrical Supplies, Equipment, and Services including but not limited to new and existing Electrical Supplies, Equipment, and Services providers.

This is including but is not limited **Electrical Supplies, Equipment, and Services**, repairs, certifications, inspections, or anything related to the category may also be included. This RFP is intended to establish competitively procured contracts with vendors capable of delivering a broad and comprehensive range of products and services that fall within the electrical category. The goal is to offer member agencies a reliable, cost-effective, and compliant purchasing solution.

A. DESCRIPTION

This solicitation is seeking providers for:

1. **Electrical Supplies and Materials:** Wire and cable, conduit and fittings, breakers, transformers, connectors, lighting fixtures, ballasts, controls, panels, fuses, switches, receptacles, and power distribution components. It is the intention of CTCOG to establish a contract with vendor(s) for Technology Software, Cloud Services, and other Related Services. Awarded vendor(s) shall perform covered services under the terms of this agreement.
2. **Electrical Equipment:** Generators, uninterruptible power supplies (UPS), transfer switches, surge protectors, subpanels, electrical enclosures, meters, and load centers.
3. **Lighting Solutions:** Interior and exterior lighting systems, LED retrofits, lighting controls and automation, smart lighting, solar lighting systems, and related accessories.
4. **Electrical Services:** Installation, repair, upgrade, and maintenance of electrical systems, troubleshooting, energy audits, lighting retrofits, power quality analysis, code compliance upgrades, and emergency electrical services.
5. **Turnkey Projects and Design-Build Services:** Comprehensive electrical contracting services for renovations, new construction, expansions, and infrastructure modernization projects.
6. **Sustainable and Energy-Efficient Solutions:** Products and services aligned with energy conservation goals, including renewable energy integration, smart grid technology, and demand response capabilities including but not limited to solar panels, batteries, wind power solutions and other sustainable energy products.
7. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog or links to same and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. See pricing instruction in this document and on the pricing forms.



8. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. CTCOG is seeking service providers that have the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, 791 COOPERATIVE also requests any value add commodity or service that could be provided under this contract. While this solicitation specifically covers the above-mentioned category, Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

ADDITIONAL SCOPE:

The contract initial term of the agreement is restricted to five (5) years. Awarded agreements may be extended for three (3) additional one (1)-year terms. 791COOP reserves the right to award this contract in a manner that it believes best meets the needs of its members and participating agencies. It may be awarded to one contractor or multiple contractors, or it may reject all bids as it deems appropriate.

1. **Interested Vendors** shall submit an RFP responding to portions of the RFP that it can qualify and perform the work and desire to perform the work. Identify each response with the appropriate letter/numerical designation and respond to all items in the order given. Do not provide company brochures or other types of marketing materials in response to any item, except where requested.
 - a) Cover sheet, indicating the name of your company and the project title.
 - b) Organization information, describe your company's professional focus and the complete range of services being offered for the project. Furthermore, each Vendor must provide a list of any subcontractors who will be utilized to meet the terms of the proposal. All Vendors must review and comply with each Contracting Entity's ethics code.
 - c) Submit a statement of why your company is best qualified for this project.
2. **Project Approach:**
 - a) Provide a milestone project schedule for the selection of approaches, design, construction, and implementation.
 - b) Describe the extent of the Contracting Entity's staff involved in the project, including key decision points at each stage.

1. OVERVIEW

The program involves products and services specified by the Local Government Entity. The Local Government Entity will expect the chosen company to phase in a fully operational program within 90 days of issuing a Notice to Proceed. The Contracting Entity will have the right, in its sole discretion, to add, delete or revise the contracted services to meet its changing needs, upon providing a minimum of 90-day notice. Billing shall be adjusted accordingly.

2. Bidder's Company and Product Information

- a) Responses shall be clearly labeled with the item number.
- b) Proper evaluation of bidders requires information about the bidding company and its products.
- c) Public companies must provide their most recent yearly report to stockholders.
- d) Private companies must answer the questions below.
- e) Provide a brief history of your company that includes the type of business and its philosophy of doing business. If the bidder has recently purchased an established business or has proof of prior success in this business, or a closely related business, please provide written verification.
- f) Indicate the location of the headquarters of the company. List any branch offices in the state of any 791 PURCHASING COOPERATIVE participating Entity. Provide the name, title, qualifications,

and experience of the employee, that will coordinate the work and be the general contact for this contract.

- g) For purposes of determining a bidder's ability to perform financially, attach a letter from your financial institution that indicates the line of credit available to you currently, and evidence of financial stability over the past three (3) years. This letter does not need to identify a dollar amount; instead, a credit range should be indicated. (For example, "credit in the low six figures" or "a credit line exceeding five figures").
3. Gaps sometimes exist between management (those who respond to RFPs) and sales staff (those who contact public educational institutions) that result in problems. Please provide the names of your key salespeople, phone numbers, and states for which they are responsible.
4. Any business that has served the public for more than ten years will have had problem projects. List five projects that have had problems (use more than one state), describe the problem, and identify how the problem was solved (what steps were taken to satisfy the customer). Provide the name of the public agency contract amount, contact name, and telephone number.
5. Vendor should provide a list of equipment and facilities used for testing products if requested.
6. Costs for inspection must be separated from repair and service costs but may be included as a line item in this contract. The manufacturer must offer to refund (or credit) all or a percentage of the inspection costs if the agency participant issues a contract for Vehicle Inspection within a 12-month period.
7. The vendor may offer extended warranties available at extra cost for agency participants who agree to a maintenance contract. The maintenance contract must be offered as a separate line item. Upon request, no-cost training must be offered by the prime contractor for the maintenance staff of the buyer and will be arranged prior to installation as part of the purchase contract. (Describe the no-cost training to be offered in the solicitation.)

D. Requested Requirements

Describe your company's ability to meet the following specifications. Bidders will respond to each numbered item by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Details for deviations will be listed by item number on the Exceptions to Terms, Conditions, and Specifications Form.

1. All products shall be new and of high quality.
2. The vendor's catalog shall include a variety of major manufacturers for specified products & services.
3. The catalog shall contain an adequate supply of items for the trade(s).
4. Ability for tracking orders, including any back-ordered item(s).
5. Participants should be able to set up accounts for various user departments to ensure spending does not exceed budget amounts.
6. Participants should be able to place some of the orders with P-Cards **for small dollar purchases**.
7. The system must allow participants to set up individual delivery locations for each site.

8. Products sold under the contract must be guaranteed by the contractor for a minimum of one year. With the exception of clearly identified special order items, all merchandise sold under the contract shall be subject to exchange or refund.
9. Contracts: All contracts and agreements between a vendor and a 791 PURCHASING COOPERATIVE participant shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised and adopted by the state in which the transaction occurs. Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government agencies.
10. Tax exempt status: All Texas government agencies participating in 791 PURCHASING COOPERATIVE are exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of a tangible personal property. Laws of other states shall apply within those states.
11. Assignments of contracts; there is no assignment of contracts without the prior written approval of 791 PURCHASING COOPERATIVE. Requests for Assignments shall include the reason for requesting the contract be assigned to a third party and provide information substantiating their capabilities. Payment can only be made to the awarded vendor and assigned vendor.
12. Disclosures: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
13. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
14. Funding out clause: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity's current revenue only, provided the contract contains either or both of the following provisions: Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.
15. Indemnity: The vendor shall protect, indemnify, and hold harmless 791 PURCHASING COOPERATIVE and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the RFP and the later execution of the contract.
16. State of Texas Franchise Tax: By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.
17. Vendor shall comply with Insurance requirements.
18. Vendor will have the ability to ship materials via UPS, Fed Ex, or Common Carrier. These materials can include a copy or printed materials but may also include materials brought to the vendor's facility for shipping F.O.B. destination.
19. The vendor or may match or lower any pricing of comparable contracts with similar volume or similar Cooperative.

20. The Vendor will honor pricing and will not have “Floors” in their percentage discount pricing
21. Vendor may revise pricing and catalogs 2 times a year unless approved with written approval from 791 COOP.
22. Vendor may request price adjustments quarterly based upon the US BLS Consumer Price Index, <https://www.bls.gov/cpi/> . However, 791 COOP may deny or reduce price adjustments based up combined price increases and the combined CPI over 12 months.
23. Vendors that have storefronts will have a process to register an entity's P-Cards to ensure the entity is getting the contract price or the store price, whichever is the lowest.
24. Vendor will notify 791 COOP of any changes in ownership and the vendor will notify any entity requesting this information.
25. Vendor may request 791 COOP sign a non-disclosure agreement regarding ownership change until such change in ownership is complete.
26. Publicly held Company (Vendor) shall provide the most recent SEC Financial filing.
27. Private held Company (Vendor) shall provide access to review its Financial Statement

Taking deviations will not automatically result in a vendor not being awarded a contract. It is another part of the evaluation criteria.

(Note: 791 COOPERATIVE must be able to verify customer quotes when requested by the 791 COOPERATIVE Participants from the pricing submitted from this vendor proposal.

D. Value Add Services Description

Provide answers to the following questions from which information will be utilized should your company be selected.

1. Describe how your company will interact with 791 PURCHASING COOPERATIVE.
2. Describe your training program with 791 PURCHASING COOPERATIVE staff and a proposed schedule of topics and include any proposed training literature or materials.
3. Indicate who will be providing training including their title, telephone number, fax number and e-mail address. Include resume.
4. State your insurance provider(s) and your company’s level of coverage.

E. Additional Questions:

General Information

- 1) Briefly describe your company. What services do you offer?
- 2) Describe your company’s values and mission statement and how they relate to supporting your clients’ leasing needs.
- 3) What differentiates your company and your services from that of your competitors? What value do these characteristics create for our company?
- 4) Provide a copy or a link to your most recent annual report or audited financial statement.

ACCOUNT MANAGEMENT

- 5) Describe your customer service.

FINANCING

- 6) What financing options do you offer your clients?

CUSTOMER SERVICE

- 7) Please describe your customer service.
- 8) Do you provide a 24/7 assistance contact center?

BILLING

- 9) Is your invoice available for review online?
- 10) Can billing be formatted to clients' needs?
- 11) How do you audit and ensure the accuracy of your billing?

VI. PRICING FORMAT

A. Pricing for Line Items or Catalog

Proposers are requested to submit a proposal for offering their complete and total line of available products and services to governmental entities, including school districts.

If a name brand is mentioned in the specifications, proposals on any reputable manufacturer's regularly produced equipment of such items of a similar nature or similarly used and substantially equivalent will be considered.

The list or category of goods or services sought by this solicitation is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (defined below) now or during the life of the agreement that is considered included in this solicitation and subject to the minimum discount proposed. Pricing may also exclusively be line-item pricing or, and recommended, in combination with a minimum catalog discount.

Example: During the life of the agreement, models change, and new products come to market that is in the same category and are added to the vendor's "catalog" and are available for purchase by users of the agreement. If you fail to propose a minimum discount on your catalog, it may limit the ability to change the pricing of catalog items and services during the life of the award.

Definition of "catalog"

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract that takes the form of a catalog, price list, schedule, shelf price or another form that:

1. is regularly maintained by the manufacturer or vendor of an item; and
2. is either published or otherwise available for inspection by a customer during the purchase process;
3. to which the minimum discount proposed by the proposing vendor may be applied.

Adding New or Replacement Goods Items: During the Life of the Agreement, it is easiest to propose a Minimum Discount off (PREFERRED MODEL) catalog prices for goods or a markup on the vendor's cost of a good item.

Markup on cost

It is NOT recommended proposers use the Markup pricing method because many participants are not allowed to use a bid with a markup pricing method, specifically when using Federal Grant Funds. Using this pricing method may limit the effectiveness of your award.

If you choose to use the markup pricing method:

When proposing a markup on cost model, the vendor shall be required to provide proof of actual cost to the participant the goods sold to verify pricing markup is properly and legally applied for the sale of the goods.

NEW ITEMS: 791COOP will allow the addition of new goods items to be added to the agreement when they become available to the market through the vendor under the discount off the published pricing model or markup on cost model. You must stipulate a discount or markup on catalog price in the appropriate section

of the pricing Excel sheet to be eligible for this option. You may stipulate a discount off specific brands or lines of goods if you desire. Be thorough and concise. Any items added must be available to all customers, within legal or contractual limitations, if any. (Example: Apple products are not permitted to be sold to the education market without special agreement from Apple but may be sold to other government customers.)

REPLACEMENT OF DISCONTINUED OR LIMITED AVAILABILITY ITEMS: **When proposing a Line-Item pricing model -** 791COOP will allow replacement items to the original list item if it is no longer manufactured or is available in limited quantities. Limited availability must be documented by a letter from the manufacturer. The vendor may replace it with an item of like kind and quality and the price will remain the same as proposed, except if it is cheaper, the vendor shall lower the price accordingly and if it is more expensive due to the vendor's actual cost from the manufacturer, it will be priced and the same discount shall apply as the item it replaces. Vendor shall be required to prove the pricing if the cost is higher than the original core list price to the customer.

Note: If you propose a minimum Discount off catalog, you avoid this process since you are adding an item to your catalog and list price and the proposed minimum discount off catalog would apply to the new item.

Shipping cost: Pricing presented for goods offered should not include shipping costs from dealer to Participant customer. IF shipping is included in the price regardless of the situation, then you simply state no additional cost for shipping or delivery to any customer. Example: if you sell a vehicle and it includes delivery but the sale of vehicle parts does not, then be sure to specify the variations in your pricing. Shipping method is determined by the vendor and the Participant/Customer at the time of the quote/purchase by the Participant/Customer and satisfactory shipping methods and costs are agreed at that time. Shipping should be passed through by the Vendor at actual cost to the 791COOP Participant.

B. Discussion of Pricing Options

Proposals on any reputable manufacturers regularly produced goods falling within the general categories solicited herein will be considered for award. If a name brand is mentioned, it is only to illustrate type and quality and is not intended to restrict competition. Any list included herein is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (Defined above) now or during the life of the contract that are considered included in this RFP. Example: During the life of the contract, models change, and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the contract provided the catalog discount or cost markup proposed is honored by the awarded vendor.

791COOP leaves it to the proposer to determine what goods or services that perform or serve this function and the proposer may list or include anything applicable. This includes a multitude of various **Facility Maintenance and Managed Services and Supplies** related services. Vendors may submit for one specific trade or multiple trades. Vendor may submit for the trades listed in this RFP or other related trades not listed. Response submittals will be evaluated by 791 Purchasing Cooperative.

A discount off list price pricing model is ideal as list prices change over the life of the awarded agreement. Possible pricing models are discussed in this document. Any other goods and services that are logically related to this general category should be included. 791COOP reserves the sole right to determine whether or not proposed goods or services are logically related to this general category.

Bidder should list all related services, installation, repair, maintenance, travel, lodging, per diem, and hourly fees or

other defined and specified unit cost according to category offered on this contract. No inappropriate offerings will be considered.

The contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for services. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by 791COOP participating participants.

Since the list of items a vendor may carry is potentially very long, and items are removed and added to the market frequently, it may be more advantageous to propose a minimum discount off your catalog for goods and services. You may offer different discounts for different brands or lines or services of goods if you choose.

A zero discount off catalog proposal is permitted, but 791COOP encourage vendors to propose the best discount they feel is necessary to compete with other retailers to provide the greatest benefit to 791COOP participants.

Please propose a minimum discount off the catalog for all non-line items proposed so you will be covered when future items are available in your catalog. By doing this, the price is a ceiling and not a floor. You may always lower your price or increase your minimum discount percentage to be more competitive in a particular situation.

You may propose all goods as a line-item list if you prefer but the PREFERRED proposal method is a minimum discount off catalog prices. You may propose, both discount off a catalog AND line-item pricing for specific lists of items if you choose to.

Caution: Using the Markup method of pricing may exclude some participants when using Federal funds as Federal regulations prohibit this type of pricing and some local regulations prohibit this type of pricing, and it always requires the proposer to make available to 791COOP or its participants proof of the cost of the item to the proposer to verify the markup is applied according to the terms of this solicitation and resulting award.

You may stipulate different discounts off on specific brands or lines of goods if you desire.

Escalation-Include annual price escalation not to exceed percentage. We highly recommend anchoring a commonly known price index such as the CPI or common trade publication index. If goods or service components face market exposure include this in your submission.

Service Incidental to the Sale of Goods

Many times, the sale of goods may be accompanied by the installation or set up of said goods. Proposers may submit pricing for the services in a Pricing Sheet spreadsheet as an attachment.

Any and All SERVICES may be proposed, but must be priced either as a line item or as a discount off the published Catalog price for said services. You may provide a catalog of services or a link to the available services or you may create a 791COOP-specific Catalog list of services with applicable pricing. Please specify or illustrate your chosen method.

If LINE ITEM GOODS pricing is proposed, then during the life of the award, prices may be increased only commensurate, dollar for dollar as your cost for the item increases. To increase the price of line item priced goods, vendor may be required to submit proof from the manufacturer or distributor that the pricing has increased and by how much.



NOTE: FAILURE TO PROPOSE SERVICES SHALL EXCLUDE THEM FROM YOUR OFFERING THROUGH THIS AWARD. THUS, PLEASE INCLUDE THEM IN SOME CALCULABLE WAY. YOU MAY PROVIDE A PERCENTAGE DISCOUNT OFF POSTED PRICES OR CATALOG PRICES FOR THE LOCATION OF THE STORE OR IN SOME SPECIFIC MANNER THAT FITS YOUR BUSINESS MODEL.

When using line item pricing, vendor should provide a pricing template with a maximum price increase percentage for annually for renewal years.

Optional Pricing Forms

Sample of Pricing Template in Excel Spreadsheet.

Please provide a labor Wage Classification with labor rates for each type of work, Vendor proposes to use under this RFP.

VII. GENERAL INSTRUCTIONS

791COOP reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to 791COOP and its participants at any time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to 791 COOPERATIVE and its participants at any time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

1. Assignments of contracts: No assignment of contract may be made without the prior written approval of 791 PURCHASING COOPERATIVE. Payment can only be made to the awarded Vendor.
2. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
3. Funding out clause: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity's current revenue only, provided the contract contains either or both of the following provisions: Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.
4. INDEMNIFICATION: The Vendor shall protect, indemnify, and hold harmless 791 PURCHASING COOPERATIVE and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Vendor, Vendor employees or Vendor subcontractors in the preparation of the RFP and the later execution of the contract.

IN ADDITION TO ALL OTHER OBLIGATIONS OF INDEMNIFICATION SPECIFIED HEREIN, PROPOSER AGREES TO RELEASE AND BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS 791COOP, PARTICIPANTS, ITS BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, EMPLOYEES, SUBSIDIZERS AND INDEMNITIES, U.S. DEPARTMENT OF TRANSPORTATION, TEXAS DEPARTMENT OF TRANSPORTATION, COUNTY AND ALL GOVERNMENT FUNDING AGENCIES PROVIDING FUNDS OR SERVICES IN CONNECTION WITH THIS PROJECT (HEREINAFTER COLLECTIVELY REFERRED TO AS "791 COOP"), FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE, LIABILITY AND EXPENSE, INCLUDING CONSEQUENTIAL DAMAGES, COUNSEL FEES, WHETHER OR NOT ARISING

OUT OF ANY CLAIM, SUIT OR ACTION AT LAW, IN EQUITY, OR OTHERWISE, OF ANY KIND OR NATURE WHATSOEVER, INCLUDING NEGLIGENCE, ARISING OUT OF THE PERFORMANCE OF THE WORK BY REASON OF ANY ACCIDENT, LOSS OR DAMAGE OF PROPERTY, INCLUDING THE WORK SITE, PROPERTY OF 791COOP AND VENDOR, OR INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF 791COOP, VENDOR, SUBCONTRACTORS AT ANY TIER OR ANY PERSON WORKING ON VENDOR'S BEHALF, CAUSED BY VENDOR, WHICH MAY BE SUSTAINED EITHER DURING THE TERM OF THE CONTRACT, OR UPON OR AFTER COMPLETION OF THE PROJECT, WHETHER BROUGHT DIRECTLY BY THESE PERSONS OR BY ANYONE CLAIMING UNDER OR THROUGH THEM INCLUDING HEIRS, DEPENDENTS AND ESTATES.

VENDOR ALSO AGREES FOR ITSELF AND ON BEHALF OF ITS AGENTS, SERVANTS, SUBCONTRACTORS, MATERIAL MEN, AND EMPLOYEES TO DEFEND, INDEMNIFY AND HOLD HARMLESS 791COOP FROM AND AGAINST ANY AND ALL CLAIMS OF ANY KIND OR NATURE WHATSOEVER REGARDING SUBCONTRACTORS AND MATERIAL MEN AND AGREES TO ASSUME THE DEFENSE OF 791COOP TO ANY SUCH SUIT AT ITS COST AND EXPENSE. THE VENDOR FURTHER ASSUMES THE RISK OF LOSS AND DAMAGE TO MATERIALS, MACHINERY AND EQUIPMENT TO BE INCORPORATED IN THE WORK AT ALL TIMES PRIOR TO DELIVERY TO THE PROJECT SITE OR WHILE IN THE POSSESSION OR UNDER THE CONTROL OF THE VENDOR.

VENDOR, FOR ITSELF AND ITS EMPLOYEES, BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, WORKMEN, VENDORS, SUBCONTRACTORS, LICENSEES AND INVITEES, OR ANY OTHER PERSON WORKING ON VENDOR'S BEHALF, HEREBY RELEASES AND AGREES TO BE LIABLE FOR AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS 791COOP, EXCEPT TO THE EXTENT THAT 791COOP IS NEGLIGENT IN WHOLE OR IN PART, FOR ANY CLAIMS MADE BY AN EMPLOYEE, BOARD MEMBER, OFFICER, AGENT, WORKMAN OR SERVANT OF VENDOR'S OR ANY OTHER PERSON WORKING ON VENDOR'S BEHALF, INCLUDING CLAIMS FOR COMPENSATION OR BENEFITS PAYABLE TO ANY EXTENT BY OR FOR VENDOR UNDER ANY WORKERS' OR SIMILAR COMPENSATION ACTS OR OTHER EMPLOYEE BENEFIT ACTS. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE VENDOR AND 791COOP, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. A VENDOR'S OBLIGATIONS UNDER THIS SECTION 7 SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY VENDOR UNDER ANY RESULTANT AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF ANY RESULTANT AGREEMENT.

A VENDOR'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATIONS, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATIONS, REASONABLE ATTORNEY'S FEES), AND PUNITIVE DAMAGES (IF ANY) ARISING OUT OF, OR IN CONNECTION WITH ANY (I) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE VENDOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE; (II) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (III) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE VENDOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

IN ADDITION, THE VENDOR SHALL INDEMNIFY 791COOP FOR ANY FINES AND LEGAL FEES INCURRED BECAUSE EMPLOYEES, AGENTS, OR WORKERS SUPPLIED BY THE VENDOR ARE NOT AUTHORIZED TO

WORK IN THE UNITED STATES.

By the execution and submission of this proposal, VENDOR acknowledges VENDOR has read and does comply with all terms and conditions, clauses and requirements contained herein.

5. State of Texas Franchise Tax: By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171, Tax Code.
6. The Vendor shall comply with Insurance requirements and submit copies of their insurance certificate to 791 Coop and any participant using the vendor's award
7. New Technology and Products: New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. 791 PURCHASING COOPERATIVE may reject any additions, without cause
8. Vendor will have the ability to ship materials via UPS, Fed Ex or Common Carrier. These materials can include copy or printed materials but may also include materials brought to the vendor's facility for shipping F.O.B.
9. The Vendor will match or lower any pricing of comparable contracts with similar volume or similar Cooperative. IE every year the volume discounts may go lower to the agencies as the volume of the program goes up.
10. The Vendor agrees to honor pricing and will not have "Floors" in their pricing. This includes fixed prices and discounts of catalogues.
11. The Vendor agrees it may revise catalogs no more than 2 times a year.
12. The Vendor may request price adjustments quarterly based upon the CPI. However, 791 COOP deny or reduce price adjustments based up combined price increases and the combined CPI over 12 months.
13. Vendors that have storefronts will have a process to register an entity's P-Cards to ensure the entity is getting the contract price or the store price, whichever is the lowest.
14. Vendor will notify 791 COOP of any changes in ownership and the vendor will notify any entity requesting this information.
15. Vendor may request 791 COOP sign a non-disclosure agreement regarding ownership change until such change in ownership is complete.
16. Publicly held Company (Vendor) shall provide the most recent SEC Financial filing.
17. Private held Company (Vendor) shall provide access to review its Financial Statement

18. Vendor will notify 791 COOP of any financial changes including changes in debt ratings. Vendor will notify 791 COOP of any “supplier” putting credit holds upon the vendor and why such hold is in place. Vendor may request 791 COOP sign a non-disclosure agreement regarding this matter.
19. The Vendor agrees that upon request by 791 COOP that it will promptly update contact information of references
20. **Felony Conviction Notice (Required in Texas) -Notification of Criminal History:** “A person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the agreement.” This notice is not required of a publicly held corporation. Texas Education Code § 44.034. FELONY CONVICTION NOTICE document is part of the Required Forms Combined Rev1 document and posted on Ionwave. This form should be uploaded to the “Response Attachments” of this RFP. Failure to complete this result in being given notice your proposal is being considered for award and you will be given no more than 5 business days to complete and return before being determined non-responsive.
21. **References:** The proposal response should contain a minimum of five (5) references of customers you have served that would be considered eligible for participants in 791COOP (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document is attached as **EXHIBIT A. REFERENCE SHEET** must be completed and uploaded.
22. **Vendor Certifications:** Vendor certifications should include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates may be scanned and uploaded to the “Response Attachments” or the Vendor may wait for notification that their proposal is being considered for award or the Vendor may complete and submit with their Response. Vendors choosing to wait will be asked to complete and return. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our participants the information if it is part of their entities’ policies.
23. **Federal Forms and Certifications:** There is a form that relates to all vendors that is required by Federal Regulation when federal funds are expended by a participant. Vendors should complete all requested forms agreeing to comply with regulations. This document is listed as a bid attachment in IonWave. Vendor may wait for notification that their proposal is being considered for award or the Vendor may complete and submit their response. Vendors choosing to wait will be given no more than 5 business days to complete and return before being determined non-responsive.
30. **CERTIFICATIONS OF OFFEROR:** This is part of the RFP and must be completed, signed, scanned and uploaded to the “Response Attachments” with the proposal. The EXHIBITS must also be completed, signed, and uploaded with a copy of the RFP. If the proposer has deviations to these documents, the vendor must identify them under **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM**, with the requested language to negotiate with 791COOP. The CERTIFICATIONS OF OFFEROR signature page must be submitted and signed. The acceptance of any negotiated terms will be added to the **CERTIFICATIONS OF OFFEROR.**

31. **791COOP Vendor Agreement:** This agreement may be found in this RFP Attachments section on Ionwave. If the proposer has deviations from these documents, the vendor must identify them under a copy of **EXHIBIT C. EXCEPTIONS TO TERMS, CONDITIONS AND SPECIFICATIONS FORM** with the requested language to negotiate with 791COOP. Leave the 791COOP Vendor Agreement unsigned and upon agreement to negotiated terms and conditions both parties shall sign the revised 791COOP Vendor Agreement.
32. **Warranty (if applicable):** Warranty documentation should be scanned and uploaded to the “Response Attachments” WARRANTY section.
33. **Protest Procedure:** If a contractor/proposer (contractor) desires to protest a process or decision by 791COOP, the contractor must follow the process used by CTCOG.

B. LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY PARTICIPANTS

Depending on different entities and jurisdictions’ laws and regulations, participants may be prohibited from participating in one or more of the 791COOP agreements. 791COOP has no control over those legal restrictions and does not warrant that a participant entity will be able to utilize a 791COOP awarded agreement.

C. INSURANCE REQUIREMENTS

1. **Contractor’s Commercial General Liability Insurance—**Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from Contractor’s operations under the Contract Documents, whether such operations be by himself or anyone directly or indirectly employed by him or for whose acts they may be legally liable. This insurance shall include the types and specific coverages herein described and be written for not less than any limits of liability specified in these Documents or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.
2. **Contractor’s Automobile Liability Insurance—**Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of Contractor’s operations under the Agreement, whether such operations be by the Contractor or anyone directly or indirectly employed by him or for whose acts any of them may be legally liable.
3. **Contractor’s Workers’ Compensation and Employer’s Liability Coverage—**The Contractor shall comply with the provisions of the Workers’ Compensation Act, and the subsequent Injury Act, and the Contractor shall procure and maintain during the life of this Contract Workers’ Compensation and Employer’s Liability Insurance in accordance with Texas laws and regulations. Such insurance shall include coverage permitted for safety devices. If the Contractor elects to be self-insured, he shall comply with the applicable requirements and laws of Texas. CTCOG, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Contractor to comply with the provisions of this paragraph.

If any class of employee is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate employer's liability coverage as will protect him and the University against any claims resulting from injuries to and death of workers engaged in work under this contract.

4. Coverage limits—Insurance coverage limits required to be carried by the Contractor under this Section shall be as follows:
 - a. Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by the Texas Claims Act or a Combined Single Limit coverage of \$1,000,000.
 - b. Contractor's Workers' Compensation - coverage shall be those established by applicable statutes. Employer's liability coverages shall be the limits established by the State of Texas or \$1,000,000.
 - c. Umbrella Liability Insurance: Liability on the following form basis with a limit of \$1,000,000 per occurrence in excess of all primary limits.
5. All proposals shall include a valid Certificate of Liability Insurance showing CTCOG, 791 Purchasing Cooperative, and individual 791 Purchasing Cooperative participants (if requested) as a certificate holders.
6. To protect the CTCOG, 791 Purchasing Cooperative, 791 Purchasing Cooperative Participants, and their employees against liability, loss, or expense in the event of damage to property, injury, or death to any person or persons arising in any way out of or in connection with or resulting from the work provided hereunder, Vendor shall procure and maintain, at its sole expense and until acceptance of the work, insurance as hereinafter enumerated in policies which shall be subject to the CTCOG 's and 791 Purchasing Cooperative's approval as to form, amount and issuing company. Amounts listed are a minimum.

V. Terms and Conditions

1. **Exclusivity-** Any award under this solicitation is not exclusive and 791 COOPERATIVE reserves the right to multi-award or not award. 791 COOPERATIVE reserves the right to solicit the same or similar categories again for additional awards during the life of an existing agreement with one or more awarded vendors of another solicitation if 791 COOPERATIVE decides it is in the best interest of our participants.
2. **Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to sunshine laws such as the Public Information Act, there is a form to complete to make such a declaration. Read it carefully.
3. **Best and Final Offer** – There will be NO best and final offer; your proposal will be your final offer for solicitation competition purposes. Vendors may lower prices at any time during the agreement period. See the pricing section.
4. **Non-Responsive Proposals:** All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the agreement. There may be required specifications for this proposal and desired and other specifications. IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED **REQUIRED** SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.
5. **Deviations and Exceptions:** Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to 791 COOPERATIVE.
6. **Estimated Quantities:** Because 791 COOPERATIVE cannot accurately anticipate which participants will utilize the awarded agreements due to the thousands of participants and the different government entity types, 791 COOPERATIVE makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.
7. **Conditions of Agreement** - The terms and conditions of this solicitation shall control in the order that best serves the 791 COOPERATIVE participant needs and deciding the controlling order is at the sole discretion of 791 COOPERATIVE. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.
8. **Name brands** – If name brands are required to be priced but other products of equal or similar type and quality may also be represented in the pricing and will be considered. 791 COOPERATIVE want pricing either in a fixed price or a discount off published or available to 791 COOPERATIVE Participant catalog price or both if applicable to your proposal. A “catalog” is defined above and includes pricing of goods and /or services.
9. **Evaluation** – 791 COOPERATIVE will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded vendors. See Evaluation criteria sheet with applicable point weights in this document. If

applicable, extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.

- 10. LIMITATION OF LIABILITY – Waiver:** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH 791 PURCHASING COOPERATIVE CTCOG , ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER CTCOG NOR 791 COOPERATIVE SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY CTCOG OR 791 COOPERATIVE.
- 11. RESERVATION OF RIGHTS - 791 COOPERATIVE** expressly reserves the right to:
- a) Reject or cancel any or all proposals;
 - b) Waive any defect, irregularity or informality in any proposal or SOLICITATION procedure provided the waiver is equally applied to all Offerors and an Offeror is not prejudiced by the waiver as compared to other Offerors;
 - c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
 - d) Reissue a SOLICITATION;
 - e) Consider and accept an alternate proposal as provided herein when most advantageous to 791 COOPERATIVE and its participants;
 - f) 791 COOPERATIVE has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties;
 - g) This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. 791 COOPERATIVE and its participants reserve the right to procure any items or services by other means at the sole discretion of 791 COOPERATIVE or its participants.
- 13) Supplemental agreements -** The 791 PURCHASING COOPERATIVE Participant entity participating in the 791 PURCHASING COOPERATIVE Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e., invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. 791 PURCHASING COOPERATIVE, its agents, 791 PURCHASING COOPERATIVE Participants, and employees shall not be made a party to any

claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires 791 PURCHASING COOPERATIVE and/or 791 PURCHASING COOPERATIVE Participant to sign an additional agreement, those agreements shall comply with the award made by 791 PURCHASING COOPERATIVE to the Vendor. Supplemental Vendor's Agreement documents may not become part of 791 PURCHASING COOPERATIVE's Agreement with the vendor unless and until an authorized representative of 791 PURCHASING COOPERATIVE reviews and approves it. 791 PURCHASING COOPERATIVE permits 791 PURCHASING COOPERATIVE Participants to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's 791 PURCHASING COOPERATIVE Agreement.

- 14) **Survival Clause** - All applicable agreements, contracts, software license agreements, warranties, or service agreements that were entered into between Vendor and 791 PURCHASING COOPERATIVE or the 791 PURCHASING COOPERATIVE Participant Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued, or contracts executed by 791 PURCHASING COOPERATIVE or a 791 PURCHASING COOPERATIVE Participant and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.
- 15) **Smoking** - Persons working under the Agreement shall adhere to the 791 PURCHASING COOPERATIVE Participant's or local smoking statutes, codes, or policies.
- 16) **Novation** - If an awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of the awarded vendor.
- 17) **Licenses** - Awarded vendor shall maintain in current status all federal, state, and local licenses, bonds, and permits required for the operation of the business conducted by awarded vendor. Awarded vendors shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. 791 PURCHASING COOPERATIVE and its Participants reserve the right to stop work and/or cancel the Agreement of any awarded vendor whose license(s) expire, lapse, is suspended, or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 18) **791 PURCHASING COOPERATIVE Participant Purchasing Procedures** - Purchase orders or their equal are issued by participating 791 PURCHASING COOPERATIVE Participant to the awarded vendor and should indicate on the order that the purchase is per the applicable 791 PURCHASING COOPERATIVE Agreement number. Orders are typically emailed to 791 PURCHASING COOPERATIVE at admin@791COOP.org
 - Awarded vendor delivers goods/services directly to the participating participant.
 - Awarded vendor invoices to the participating 791 PURCHASING COOPERATIVE Participant directly.
 - Awarded vendor receives payment directly from the participating participant.
 - Awarded vendor reports sales monthly to 791 PURCHASING COOPERATIVE (unless prior arrangements have been made with 791 PURCHASING COOPERATIVE for an alternative submission schedule).

- 19) **Incorporation of Solicitation** - The 791 Purchasing Cooperative Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.
- 20) **State of Texas Franchise Tax:** By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.
- 21) **Funding out clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity's current revenue only, provided the contract contains either or both of the following provisions: Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.
- 22) **New Technology and Products:** New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. 791 PURCHASING COOPERATIVE may reject any additions, without cause
- 23) **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

[CERTIFICATIONS OF OFFER AND SIGNATURE IMMEDIATELY FOLLOWING]

VI. CERTIFICATIONS OF OFFEROR

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I have noted any exceptions to the RFP in my organization's response. I acknowledge that I have read and understand the requirements and provisions of the Request for Proposal and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this Contract.

I also certify that I have read and understood all sections of this Request for Proposals and will comply with all the terms and conditions as stated; and furthermore that I, _____(typed or printed name) certify that I am the _____(title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as Offeror and Respondent herein and that I am legally authorized to sign this offer and to submit it to the CTCOG , on behalf of said Offeror by authority of its governing body. I am binding my organization to the terms set forth in this agreement with CTCOG . I understand that there is a separate vendor agreement with 791 Purchasing Cooperative. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____

Required

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

EXHIBIT A.
REFERENCE SHEET

Entity Name	City and State	Contact Person	VALID EMAIL IS REQUIRED	Phone

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____

(Required)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

EXHIBIT B

VENDOR PROFILE QUESTIONNAIRE

Required for Evaluation of Proposals, Failure to complete may result in your firm's response to be Non-Responsive.

Provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services. Additionally, provide a Cover Letter, a summary of response to this proposal request, of

1. Minority/Women Business Enterprise (Required by some participating governmental agencies)

- Vendor certifies that his firm is a M/WBE **Yes No**
- Please include any copies of SBA, HUB, MWBE, Veteran or any other certification.

2. Certification of Residency (Required by the State of Texas)

- Company submitting bid is a resident bidder. **Yes No**
- Vendor's principal place of business is in the city of _____ State of _____

3. Felony Conviction Notice (Required by the State of Texas)

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony: (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.)

4. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Dealer Pricing. **Yes No**

If answer is no, attach a statement detailing how pricing for 791 PURCHASING COOPERATIVE participants would be calculated.

- Additional discounts for purchase of a guaranteed quantity? **Yes No**

5. Processing Information

- Company billing address where the invoice for the participation fee will be sent by 791 PURCHASING COOPERATIVE:

Contact Person & Title: _____

Company: _____

Address: _____

City, State, Zip _____

Phone: _____ Fax: _____

Email: _____

- Contact person responsible for processing and confirming all purchase orders (PO's) sent by 791 PURCHASING COOPERATIVE:

Contact Person & Title: _____

Address: _____

City, State, Zip _____

Phone: _____ Fax: _____

Email: _____

6. Provide a Cover Letter for Response to this RFP.

7. Provide your company's Dun & Bradstreet (D&B) number.
8. Please define your standard terms of payment.
9. Provide a description of your company's relevant market and your position within it.
10. Describe the scope of sales/field support your company would make available to government entities.
11. Describe the scope of training opportunities your company would make available to government entities as needed.
12. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
13. Describe how your company handles after-hours customer service needs.
14. Indicate your response time to emergency service calls.
15. Describe your 24/7 service compliance.
16. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
17. Please describe the quality program(s) within your company and the program which measures your service work.
18. List the dollar sales volume your company annually.
19. Describe your call center organization.
20. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days a week?
21. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
22. Describe your expectations of your subcontractors and /or service centers when completing a repair. How does your company verify these expectations are being met?
23. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
24. Describe how your company tracks completion of repairs.

25. Describe how your company manages services calls on a not to exceed amount. Is your company willing to accept a not to exceed amount specified by the government entity or does your company operate with a minimum amount not to exceed; if so, what is that amount?
26. Describe your process for troubleshooting a problem. How does repair get escalated for service?
27. List the total dollar volume your company completes in Government annually.
28. List the other functions your company can provide.
29. Describe what project scheduling tools your company use to track projects.
30. Describe your company's safety program **performing services**.
31. Provide your company's administrative support resources
32. Provide who will provide the administrative support services including the person (s) title, phone number (s), fax number(s), e-mail(s) and resume(s)
33. What support documents does your company provide to the government entity after Construction Project is completed (typically for larger Projects)?
34. Describe what technical resources your company will provide to support the government entities' projects.
35. Indicate if your company will accept all forms of Purchase Orders or Project Work Orders.
36. What credit requirements are needed by the government entity in order for your company to accept a purchase order?
37. Identify the process of receiving a purchase order for the ordering of products.
38. Identify the process of receiving a purchase order and any billing (including progress payments).
39. Does your company require Tax Exempt Forms to be provided by government entities for each purchase order?
40. Describe how your company will invoice the government entity. Include a process map.
41. Is your company able to send quotes in electronic format via email including specific information.
42. Discuss the invoicing options your company offers and the payment terms for each.
43. What is the average time frame associated with receiving an invoice following completion of a repair or replacement?



44. Is your company willing to accept a cut off of invoices not submitted within a 90-day period or 120 day period?

Name of Organization/Contractor(s): _____

Signature of Authorized Representative: _____

(Required)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

Agenda Item Title: FY26 General Purpose Interfund Amendment

Board Meeting Date: April 14, 2026

Department: Finance

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

This amendment transfers \$89,450 of previously approved funds within the major accounts in the General-Purpose fund. This will address several accounts needing adjustments to Cabling, Audit Services, Staff Development, Other Contracted Services, Salaries and Benefits, and Equipment to recognize actual expenditures for the end of the year.

Funds are being reallocated from savings found in other line items within the same budget category.

There are no programmatic changes or new positions.

Staff Recommendation

To approve the FY26 budget amendment to recognize changes within the General-Purpose fund.

Fiscal Impact

This will align final projected expenditures for FY26, and it does not affect fund balance. The total amount of transfers is \$89,450.

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro

City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY2026 General Purpose Fund 141 Interfund Transfer

Account	Description	Increase	Decrease
Technology			
141 E 72250 470	Cabling	20,000	-
141 E 72250 317	Data Processing	-	10,000
141 E 72250 524	Staff Development	-	3,000
141 E 72250 599	Other Charges	-	7,000
Total		20,000	20,000
Support - Board of Education			
141 E 72310 207	Medical Insurance	-	3,800
141 E 72310 305	Audit Services	1,300	-
141 E 72310 399	Other Contracted Services	2,500	-
Total		3,800	3,800
Support - Office of Superintendent			
141 E 72320 307	Communication	-	2,500
141 E 72320 524	In-Service/Staff Development	2,500	-
Total		2,500	2,500
Support - Fiscal Services			
141 E 72510 399	Other Contracted Services	500	-
141 E 72510 411	Data Processing Supplies	-	500
Total		500	500
Support - Personnel Services			
141 E 72520 105	Supervisor/Director	1,500	-
141 E 72520 121	Data Processing Personnel	2,200	-
141 E 72520 189	Other Salaries & Wages	1,500	-
141 E 72520 201	Social Security	1,400	-
141 E 72520 204	State Retirement	750	-
141 E 72520 206	Life Insurance	-	250
141 E 72520 207	Medical Insurance	-	2,000
141 E 72520 208	Dental Insurance	-	400
141 E 72520 212	Medicare	300	-
141 E 72520 399	Other Contracted Services	-	5,000
141 E 72520 599	Other Charges	-	4,000
141 E 72520 701	Equipment	4,000	-
Total		11,650	11,650

Support - Transportation

141 E 72710 142	Mechanics	6,000	-
141 E 72710 162	Clerical Personnel	15,000	-
141 E 72710 189	Other Salaries & Wages	-	21,000
141 E 72710 399	Other Contracted Services	-	10,000
141 E 72710 425	Gasoline	-	20,000
141 E 72710 729	Transportation Equipment	30,000	-
Total		51,000	51,000
Total		\$ 89,450	\$ 89,450

Explanation: To transfer \$89,450 in previously approved funds within the General Purpose Fund. This will realign funds within categories to match final expenditures for FY26.

Reviewed by Finance Director/Finance Manager _____ Date _____

Approved	<input style="width: 80%;" type="text"/>	_____ Director of Schools	_____ Date
Declined	<input style="width: 80%;" type="text"/>		