Murfreesboro City Schools

INVITATION TO BID

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

DATE ISSUED: September 9, 2025

BID TITLE: **ITB-2026-01 – Two (2) ¾ Ton Maintenance Pickup Trucks**

CONTACT PERSON: Adam Grisz

TELEPHONE NUMBER: (615) 225-9352

E-MAIL ADDRESS: adam.grisz@cityschools.net

All bid responses must be received no later than 2:00 p.m., CDT, on September 23, 2025, and are to be addressed to the attention of Adam Grisz, Purchasing Agent at the following address:

Murfreesboro City Schools
2552 South Church Street
Murfreesboro, TN 37127

Bid must include the bid title, bid opening date, and the bidder's name. Failure to provide this information may result in the bid not being considered.

BID OPENING DATE: **September 23, 2025**

BID OPENING TIME: 2:00 p.m., Central Standard Time

1. INSTRUCTIONS AND CONDITIONS

1.1. Bid Submission to Murfreesboro City Schools

The District is seeking bids for "ITB-2026-01- Two (2) ¾ Ton Maintenance Pickup Trucks" as set forth in the specifications listed within this bid. Bids will be received by the District until 2:00 p.m. CDT on September 23, 2025, at which time the bids will be opened.

1.2. Deadline and Late Responses.

No bids received after bid opening date and time will be accepted.

1.3. Organization of Bid and Completeness.

Please submit bids to the attention of Adam Grisz, Purchasing Agent, **no later than 2:00 p.m., CDT, on September 23, 2025**. It shall be the sole responsibility of the bidder to have provided the required physical documents to the District before the bid deadline. Partial or incomplete bids will be rejected. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. Erasures, white-outs, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission.

1.4. Signature.

All bids must be signed by a duly authorized officer of the company empowered with the legal right to bind the company. A typed name will not be acceptable without the person's written signature as well. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid. All submitted bids must be binding for a period of ninety (90) calendar days from the bid submission deadline.

1.5. Response to Terms and Conditions.

Unless an exception is taken, the awarded contract will contain the requirements of this Invitation to Bid. In its sole discretion, the District reserves the right to either consider or reject any bid which takes exception to the specifications or attached contract.

1.6. Completeness of Invitation to Bid ("ITB").

These documents constitute the complete set of specification requirements and ITB. The bidder is responsible for ensuring that all pages and all addenda are received. The District advises all bidders to closely examine this ITB package and immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the District's Contact Person via electronic mail. Any addenda will be posted on the District's website.

1.7. Bid Interpretation and Communication with the District

Adam Grisz is the District's contact for coordinating communications between the District and vendors submitting bids. If additional information is required in order to make an interpretation of items in this ITB, questions will be accepted until five business (5) days prior to the bid opening date. All questions should be submitted through electronic mail to adam.grisz@cityschools.net. All questions and all responses will be visible to every bidder.

The District specifically requests that no contact concerning this ITB be made with any other District personnel until the selection process has been completed. Failure to honor this

requirement will be viewed negatively in the award process and may result in the disqualification of a bid.

1.8. **Discrepancies, Errors, and Omissions.**

Any discrepancies, errors, omissions, or ambiguities in this ITB, the specifications or addenda (if any) should be reported to the contact person for the District. If necessary, a written addendum will be issued to firms on record and the addendum will be incorporated in the ITB and will become part of the contract. The District will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

1.9. **Errors.**

Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.

1.10. **Further Negotiation.**

The District reserves the right to further negotiate contract terms after the ITBs are opened at the discretion of the District.

1.11. **Economy of Preparation.**

The ITB response should be prepared simply and economically, providing a straightforward, concise description of bidder's capabilities to satisfy the requirements of the ITB. Emphasis should be on completeness and clarity of content.

1.12. **Subcontracting.**

If any part of the work is, or is to be, subcontracted, the bidder shall provide within the ITB a description of the subcontracting organization and the contractual arrangements made therewith. All subcontractors will be subject to approval by the District. The successful bidder will also furnish the corporate or company name and the names of the officers or principals of said companies proposed as subcontractors by the bidder.

1.13 **Tax Exempt.**

The District is exempt from federal and state taxes. Upon request, the District will provide a sales tax exemption certificate to the awarded firm. Contractors doing business with the District shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the District, nor shall any vendor be authorized to use the District's Tax Exemption Number in securing such materials.

1.14 **Pricing Effective for 90 calendar days.**

The successful bidder shall provide in the bid price the cost for services rendered. Pricing shall be effective for ninety (90) calendar days from date of bid award. It is requested that bidders raise any such questions in advance of submitting a bid to the District. To submit a bid implies consent to the terms set forth in this ITB.

1.15 **Approval Required.**

No award or acquisition can be made until approved by the Director of Schools and the Board of Education. The District will not be obligated to bidders for equipment and/or services until the completion of a signed contract approved by authorized officials of the District. This solicitation in no manner obligates the District to the eventual rental, lease, or purchase of any equipment or

services described, implied, or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of the District and may be terminated at any time prior to the signing of a contract.

1.16 **Consideration of Bid.**

Any items proposed deemed not of equal and/or better and of comparable quality as that specified shall be cause for rejection of a bid. In addition to the price, the following aspects will be considered in the award of a contract:

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

1.17 **Terms and Conditions.**

The District reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which, in the judgment of the governing body, is in the best interest of the District. The District also reserves the right to make revisions to any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased. The District reserves the right to increase or decrease amounts and/or quantities at its discretion. Quantities have been provided as an approximation and may be estimates of potential purchases and are not necessarily guaranteed initial purchase quantities.

1.18 **Withdrawal of Bid.**

No bidder may withdraw its bid for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event the District awards a contract to a bidder and during such ninety (90) day period determines that such bidder will be unable to properly perform the contract, the District reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the project.

1.19 **Cost of Response.**

The District will not be liable for any costs incurred by the bidders in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. The District makes no guarantee that any equipment or services will be purchased as a result of the solicitation and reserves the right to reject any and all responses. All responses and their accompanying documentation will become the record of the District.

1.20 **Contract.**

The successful bidder's response to this ITB shall be included as an addendum to the contract. Should any conflict or discrepancy arise between the ITB and the contract, the contract shall control. All bidders who are awarded contracts pursuant to this ITB agree to be bound by the terms and conditions set forth in the sample District Contract provided at the end of this ITB. If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed District Contract terms may be a basis for rejection of the bid.

1.21 **Contract Termination.**

The District reserves the right to cancel the contract for the equipment without cost or penalty to the District if, in the District's opinion, there is a failure at any time by the contractor to adequately perform the contract, or if there is any attempt to willfully impose upon the District a material or product or workmanship which is, in the opinion of the District, of an unacceptable quality. Cancellation of the contract shall not impair any rights or claim of the District to damages for the breach of any covenants of the contract by the contractor. The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the District as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the ITB specifications or contract.

1.22 **Contract Modification.**

The contract may be modified only by written amendment executed by all parties and their signatories hereto.

1.23 **Replacement or Repair.**

No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default. The District, at its option and in lieu of immediate termination, may request the awarded bidder replace or repair any defective goods or correct performance by written notice to the contractor. In that event, the contractor shall take corrective action within the amount of time specified by the District in the written notice. Exercise of this option shall not relieve the contractor of any liability to the District for damages for the breach of any covenants of the contract by the contractor.

1.24 **Expense of Legal Action.**

The venue for any legal action shall be in the courts of Rutherford County, Tennessee. Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the District prevails, awarded bidder shall pay all expenses of such action including the District's attorney fees and costs at all stages of the legal action.

1.25 **Governing Laws.**

The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

1.26 **Severability.**

Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

1.27 **Indemnification and Hold Harmless.**

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

1.28 **Statutory Disqualification.**

By submitting a response, it is represented that neither it nor any of its officers, directors, shareholders, member, or partners has been convicted or plead guilty or nolo contender to any violation of the Sherman Anti-Trust Act, mail fraud, or other state or federal criminal violation in connection with a contract let by the District or any political subdivision of the State of Tennessee.

1.29 **Contractor's Employment Practices.**

Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

1.30 **District's Employment Practices.**

It is the policy of the District not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

Bidder must affirm that under its employment policies, standards and practices, it does not subscribe to any personal policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

1.31 **Conflict of Interest.**

By submitting a response, it is represented that no officer, board member, or director of the District or other persons whose duty is to vote for, let out, overlook, or in any manner supervise any work

on any contract for the District has a "direct interest" as defined by T.C.A. §12-4-101, in the bidder or in the work which is subject to this ITB.

1.32 **Ethical Standards.**

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

1.33 **Breach of Ethical Standards.**

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

1.34 **Payments.**

Payments under the contract shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The final payment shall not be made until after the performance is complete.

1.35 **Codes & Regulation, Delivery**

All services and/or equipment must comply with District, county, state, and federal laws, rules, codes and regulations. The contractor will obtain and pay for all permits, if any, necessary to complete the work. Bid prices shall include delivery of all items FOB destination. The term F.O.B. destination shall mean delivered and unloaded in-house or on-site service, with all charges for transportation and unloading prepaid by the bidder.

1.36 **Iran Divestment Act of Tennessee**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. §12-12-106. Bids not conforming with this provision shall not be considered. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.

1.38 **Non-Boycott of Israel.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to 2022 Public Acts, Chapter 775, § 1, eff. July 1, 2022, and will not boycott Israel during the term of contract. This applies to contracts of $250,000 or more and to contractors with ten (10) or more employees.

1.38 **Bid Restrictions.**

Bids may not be awarded to any party which is debarred or suspended or is otherwise excluded for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

2 BID SPECIFICATIONS

2.1. Scope of Project

The purpose of this Invitation to Bid (ITB) is to purchase **two (2) new ¾ ton maintenance pickup trucks** for use by the District's Maintenance Department. Delivery of both units is required within ninety (90) calendar days from issuance of the purchase order. The Vendor must complete the Specification Sheet and Bid Form to supply and deliver the vehicles and required accessories in accordance with the specifications listed in Section 2.2.

2.2. Specifications (Applies to Both Units)

The following specifications apply to two (2) new ¾ Ton Maintenance Pickup Trucks. All requirements listed below must be met for both units.

Specifications	Meets Requirements	
Type	**Yes**	**No**
Two (2) New ¾ Ton Pickup Truck with standard wheelbase		
25-gallon fuel tank capacity for Unleaded or flex fuel		
Electronic 6-speed automatic transmission, or greater		
Exterior		
Standard tires and rims		
Crew cab		
8' Bed		
Color: Fleet white preferred		
Interior		
Factory installed Air Conditioning and heat		
Seat trim, Cloth		
Cup holders		
Floor mats		
Steering column, tilt-wheel		
Driver information center		
Windows, power		
Door locks, power		
Cruise control, electronic/automatic		
Storage, door pockets		
Lighting, interior dome		
Storage Compartments		
Engine		
V8 Gasoline Engine		
Safety		
Brakes, 4-Wheel Disc/ABS		
2WD or 4WD Acceptable		
Airbags		
Reverse Camera		
Emergency brake assist		

Daytime running lamps		
Intermittent windshield wipers		
Full Size Spare Tire and Jack		
Warranty- Each vehicle must include, at a minimum, the manufacturer's standard warranties listed below. Bidders are encouraged to propose extended warranties or enhanced coverage as part of their submission, but such enhancements are not required to be deemed responsive.		
Basic (Bumper-to-Bumper): Minimum 3 years / 36,000 miles		
Powertrain/Drivetrain: Minimum 5 years / 60,000 miles		
Corrosion: Minimum 4 years / Unlimited miles (perforation)		
Roadside Assistance: Minimum 5 years / 60,000 miles		
Maintenance: Minimum 1 year / 1 complimentary scheduled service visit		
Note: Vendors may submit bids with warranty coverage that exceeds these minimums. The District reserves the right to consider extended warranty coverage as part of its evaluation of overall value.		

PURCHASING DEPARTMENT
BID FORM

BID: **ITB-2026-01 – Two (2) ¾ Ton Maintenance Pickup Trucks**	**Date:**

INSTRUCTIONS:

- All prices must include all costs necessary to furnish and deliver the vehicles in accordance with the ITB specifications, including parts, labor, accessories, delivery, freight, and any other standard equipment.
- The District is tax-exempt; sales tax must not be included in bid prices.
- Vendors should include warranty details in the space provided.

NAME OF DEALER:

Address of Dealer:

Sales Contact Name, Phone, Email:

Proposed Vehicle Model(s)/Trim(s):

QT.	Item	Unit Price	Extended Total
2	**¾ Ton Maintenance Pickup Truck (per specifications)**	$_____ $_____	$_____

Warranty Coverage (Applies equally to both vehicles unless otherwise noted. Attach details if needed.)

- Basic (Bumper-to-Bumper): _____ years / _____ miles
- Powertrain/Drivetrain: _____ years / _____ miles
- Corrosion: _____ years / _____ miles
- Roadside Assistance: _____ years / _____ miles
- Maintenance/Service: _____

Note: If warranties differ between the two units, bidder must clearly state the difference below. Failure to disclose differences may be grounds for rejection of bid.

_____

_____

Total Bid Amount (must match Extended Total above): $_____

Authorized Signature: _____ Date: _____

Printed Name & Title: _____

Sample Agreement for Maintenance Pickup Truck

This Agreement is entered into and effective as of the ____ day of October 2025, by and between the **Murfreesboro City Schools,** a municipal school district of the State of Tennessee (the "District"), and **_____**, a _____ (“Contractor”).

This Agreement consists of the following documents:

- This document
- ITB-2026-01 – ¾ Ton Maintenance Pickup Truck issued on September 2, 2025 (the “Solicitation”);
- Contractor’s Proposal, dated _____ (“Contractor’s Proposal”);
- Contractor’s Price Proposal, dated _____ (the “Price Proposal”); and,
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

Contractor shall provide and District shall purchase two (2) ¾ Ton Maintenance Pickup Trucks based on Contractor’s Proposal, Price Proposal and the specifications set forth in “ITB-2026-01 – Two (2) ¾ Ton Maintenance Pickup Trucks.”

2. Term.

The term of this Agreement commences on the Effective Date [ ] and expires on [ ], unless extended by mutual agreement of Contractor and the District or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

a. Upon thirty (30) day prior notice, for the convenience of the District.

b. For the convenience of Contractor, provided that Contractor notifies the District in writing of its intent to terminate under this paragraph at least thirty (30) days prior to the effective date of the termination

c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within fifteen (15) days after receiving the notice.

d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the District has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the District for damages sustained by virtue of any breach by Contractor.

e. Should the appropriation for Contractor's work be withdrawn or modified, the District has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Payment and Delivery.

The price for the services and other items to be provided under this Agreement is set forth in the Price Proposal, reflecting a per unit price of _____ and a total price of _____. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The District agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. All invoices must be submitted adam.grisz@cityschools.net with a copy to the Contact person. Delivery is required within ninety (90) calendar days from issuance of the purchase order.

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

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

6. Indemnification.

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

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

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

If to Murfreesboro City Schools:	If to Contractor:
Purchasing Agent	_____
Murfreesboro City Schools	_____
2552 South Church Street	_____
Murfreesboro, TN 37127	_____

8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the District. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the District or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

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

11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

13. **Non-Discrimination**. It is the policy of the District not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the District's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination

in the performance of contracts with the District or in the employment practices of the District's Contractors. Accordingly, all proposers entering into contracts with the District may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

17. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the District contracts.

18. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties hereto. Except for rights to payment due to Contractor under this Agreement, neither this Agreement nor any of the rights or obligations of Contractor hereunder may be assigned, transferred, or subcontracted in whole or in part without the prior written consent of the District. Under no circumstances may this Agreement be assigned or transferred to any vehicle broker, reseller, or other third party not duly licensed and authorized by the manufacturer and the State of Tennessee to sell or distribute motor vehicles. Any attempted assignment, transfer, or subcontract in violation of this section is void and does not relieve Contractor of its obligations under this Agreement.

19. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

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

21. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

22. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

23. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the District prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

24. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the District and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2025 (the "Effective Date").

Murfreesboro City Schools

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

Approved as to form:

_____
Lauren Bush, Assistant City Attorney

Contractor

_____

By: _____
Its: _____