

**Board of Education Regular Meeting/Budget Work Session**

April 8, 2025 4:00 PM

MCS Administrative Offices

I. CALL TO ORDER Procedural Item	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Mr. Ken Rocha, Assistant Superintendent of Student Supports	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Butch Campbell
III. CONSENT ITEMS Consent Agenda	Chair Butch Campbell
A. Approval of 3-25-25 Board Minutes Consent Item	
B. Approval of Surplus Property Disposal Consent Item	
C. Public Comment Consent Item	
IV. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Resolution Opposing HB 793/SB 836 Action Item	Dr. Trey Duke
B. Approval of Budget Amendment- 910 Ridgely Road Action Item	Dr. Trey Duke
C. Approval of Budget Amendment-Paid Parental Leave Action Item	Dr. Trey Duke
D. Approval of Budget Amendment-GP Donation Action Item	Dr. Trey Duke
E. Approval of Contract-Central Creativity Action Item	Dr. Trey Duke
F. Approval of Contract-Special Education Bus Action Item	Dr. Trey Duke
V. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. FY26 ESP Budget Draft for Review Information Item	Dr. Trey Duke
B. FY26 Nutrition Budget Draft for Review Information Item	Dr. Trey Duke
C. FY26 General Purpose Budget Discussion Information Item	Dr. Trey Duke
VI. OTHER BUSINESS Information Item	Chair Butch Campbell
VII. ADJOURNMENT Action Item	Chair Butch Campbell

**MINUTES**

**Board of Education Regular Meeting**

March 25, 2025 6:00 PM

MCS Administrative Offices

<p><b>I. CALL TO ORDER</b> Procedural Item <b>Present:</b> Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, Mr. David Settles (6:38 p.m.) <b>Absent:</b> Mr. Butch Campbell</p> <p>In attendance: Dr. Trey Duke, Lisa Trail, Daniel Owens, Jaci Saunders, April Zavis, Sheri Arnette, Angela Fairchild, Don Bartch, Maria Johnson, Jeremy Lewis</p> <p>Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett</p>	Vice Chair Amanda Moore
<p>A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Board Member, Ms. Jeanette Price.</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p><b>II. APPROVAL OF AGENDA</b> Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 5, Nay: 0, Absent: 2</p>	Vice Chair Amanda Moore
<p><b>III. PUBLIC COMMENT</b> Information Item</p>	Vice Chair Amanda Moore
<p><b>IV. CONSENT ITEMS</b> Consent Agenda Motion to approve consent agenda.. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 5, Nay: 0, Absent: 2</p>	Vice Chair Amanda Moore
<p>A. Approval of 3-11-25 Board Minutes Consent Item</p>	
<p>B. Second Reading of Board Policies Consent Item</p>	
<p>i. Approval of Board Policy 5.306, Military Leave, on Second Reading Consent Item</p>	
<p>ii. Approval of Board Policy 5.802, Qualifications and Duties of the Director of Schools, on Second Reading Consent Item</p>	
<p>C. Approval of Surplus Property Disposal Consent Item</p>	
<p><b>V. ACTION ITEMS</b> Action Item</p>	Vice Chair Amanda Moore
<p>A. Approval of Resolution for Teacher Bonus Action Item Motion to approve Resolution for Teacher Bonus. This motion, made by Ms. Karen Dodd and seconded by Mrs. Jeanette Price, passed. Yea: 5, Nay: 0, Absent: 2 Ms. Karen Dodd asked who this bonus is for. Dr. Duke clarified that the group that will receive the bonus are fulltime classroom teachers, librarians, music, art, school counselors whom are</p>	Dr. Trey Duke

<p>staffed to a school and spends a majority of their day in instruction with students. He said that the State set forth the guidelines and, in April, the State will send a report that we will clean up and send back to make sure that we have the correct information. The pull of information will be done in June.</p> <p>Jimmy Richardson made a motion to amend the previous motion. He wanted all wording removed preceding the statement at the bottom beginning with "Be it resolved." His motion died because of no second. He stated that he did not want to be tied to the inappropriate bill. He agreed that teachers need to be paid, but he would not affix his name to the resolution, especially when he feels that the language at the bottom of the resolution was sufficient.</p> <p>Amanda Moore said that we are just a pass through as the resolution states so that our teachers receive the money. She felt that the resolution was well written and clear to state that point.</p> <p>Karen Dodd asked if every member of the Board had to sign it for it to pass. Ms. Bush said no, the resolution will go through a roll call vote and as long as that passed, we will send the resolution to the proper people.</p> <p>After much discussion, a roll call vote was taken and the resolution passed.</p> <p>Butch Campbell-absent  Karen Dodd-yes  Barbara Long-yes  Amanda Moore-yes  Jeannette Price-yes  Jimmy Richardson-no  David Settles-absent</p> <p>4 yes, 1 no-the resolution passes.</p>	
<p>B. Approval of Budget Amendment-FY25 GP Fund 141-Interest Revenue  Action Item  Motion to approve Budget Amendment-FY25 GP Fund 141-Interest Revenue. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed.  Yea: 5, Nay: 0, Absent: 2</p>	<p>Dr. Trey Duke</p>
<p>C. Approval of Budget Amendment-FY25 GP Fund 141  Action Item  Motion to approve Budget Amendment-FY25 GP Fund 141. This motion, made by Mr. Jimmy Richardson III and seconded by Mrs. Jeanette Price, passed.  Yea: 5, Nay: 0, Absent: 2</p>	<p>Dr. Trey Duke</p>
<p>D. Approval of Budget Amendment-FY25 Consolidated Funding Application-Title II and Title III  Action Item  Motion to approve Budget Amendment-FY25 Consolidated Funding Application-Title II and Title III. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed.  Yea: 5, Nay: 0, Absent: 2</p>	<p>Dr. Trey Duke</p>
<p>E. Approval of Budget Amendment-Title IX McKinney Vento Grant  Action Item  Motion to approve Budget Amendment-Title IX McKinney Vento Grant. This motion, made by Ms. Karen Dodd and seconded by Mrs. Jeanette Price, passed.  Yea: 5, Nay: 0, Absent: 2</p>	<p>Dr. Trey Duke</p>
<p>F. Approval of Contract-ERate  Action Item</p>	<p>Dr. Trey Duke</p>

Motion to approve Contract-ERate. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2	
G. Approval of State Master Contracts for ERate Category 2 Action Item Motion to approve State Master Contracts for ERate Category 2. This motion, made by Ms. Karen Dodd and seconded by Mrs. Jeanette Price, passed. Yea: 5, Nay: 0, Absent: 2 Motion to approve State master. This motion, made by Ms. Karen Dodd and seconded by Mrs. Jeanette Price, passed. Yea: 5, Nay: 0, Absent: 2	Dr. Trey Duke
H. Approval of Contract-BuyBoard Contract with Barnes and Noble Action Item Motion to approve Contract-BuyBoard Contract with Barnes and Noble. This motion, made by Mrs. Jeanette Price and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2	Dr. Trey Duke
I. Approval of Commodity Buying Group Bid Acceptance for School Nutrition Program Action Item Motion to approve Commodity Buying Group Bid Acceptance for School Nutrition Program. This motion, made by Ms. Karen Dodd and seconded by Mrs. Jeanette Price, passed. Yea: 5, Nay: 0, Absent: 2	Dr. Trey Duke
J. Approval of School Nutrition Program Bid Renewals for the 2025-2026 School Year Action Item Motion to approve School Nutrition Program Bid Renewals for the 2025-2026 School Year- Milk, Ice Cream, Non-Food Items. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 5, Nay: 0, Absent: 2 Karen Dodd asked why the delivery fee was so expensive. Jaclyn Saunders said that the USDA gives us a set amount. The government is paying for the food and we have to pay to get it from their warehouse to ours.  Barbara Long asked if we use local businesses, and Ms. Saunders said yes, we get our items from Cookeville, TN.	Dr. Trey Duke
i. Nutrition Renewal Contract for Milk Action Item	Dr. Trey Duke
ii. Nutrition Renewal Contract for Ice Cream Action Item	Dr. Trey Duke
iii. Nutrition Renewal Contract for Non-Food Items Action Item	Dr. Trey Duke
K. Approval of Revenue and Expenditure Report Information Item Motion to approve Revenue and Expenditure Report. This motion, made by Mrs. Jeanette Price and seconded by Ms. Karen Dodd, passed. Yea: 5, Nay: 0, Absent: 2	Mr. Daniel Owens
<b>VI. REPORTS AND INFORMATION</b> Information Item	Vice Chair Amanda Moore
A. Personnel Report Information Item	Dr. Trey Duke
B. Enrollment (PTR) Report Information Item Dr. Duke presented the Enrollment report in Mr. Ken Rocha's absence. He informed the Board that he received news yesterday that our weighted ADA, the percent of students that we are	Dr. Trey Duke

<p>serving in K-12 in Rutherford County, went up. He stated that last year we were at 14.5 percent, and this year we are at 14.9 percent. He said that it is a small increase, but still an increase. He said that he will go more in depth in April during our budget discussions.</p>	
<p>C. Summer School Update Information Item Ms. Arnette presented an update on Summer School. She said that students will be attending Summer School at six sites Monday through Thursday from June 2-June 27. She added that they would be observing Juneteenth, therefore students will be required to attend on June 20.</p> <p>She told the Board that registration was set to close yesterday, but since the numbers were not what she expected, she was extending registration to April 14. She said that there are 672 students registered as of March 24. She added that around this time last year, we had 800 students registered. She said that 156 teachers have committed to the 4-week program along with 10 administrators. Ms. Arnette feels that numbers will go up, especially after TCAP.</p> <p>Ms. Arnette will be attending a webinar on Thursday to review the summer school application, which we probably won't receive until later in April.</p> <p>Dr. Duke said that we are excited about the commitment from 156 teachers. He also expects the registration numbers to go up. He added that we will begin working with transpiration so that they can begin planning quickly.</p> <p>Barbara Long asked if the State pays for the entire Summer School program and Ms. Arnette said yes.</p>	<p>Ms. Sheri Arnette</p>
<p>D. City Schools Foundation By Laws Information Item Ms. Trail explained the changes of the City Schools Foundation By Laws to the Board. She said that there were not alot of changes, but since the by laws were 20 years old, she had to adjust them to make sure the laws match what the Foundation actually does on a daily basis.</p>	<p>Ms. Lisa Trail</p>
<p>E. Director's Update Information Item Dr. Duke thanked Ms. Long for serving on the City Schools Foundation as board member.</p> <p>Dr. Duke said that spring break is next week.</p> <p>Dr. Duke said that he was receiving alot of questions about what the Executive Order dismantling of the Department of Education would mean for us. He said that he is not sure. He said that he will work through it and see what the impact is. His concern is federal funding. We received 11.7 million dollars in federal funding this year. He said that Title I and IDEA will continue to be funded at the current levels, but he will continue to watch this and inform the Board of any information he receives. He said that he will go into detail on April 8th.</p> <p>He reminded the Board that we return on April 7th from spring break, and our first budget session is April 8 from 4:00-8:00 here at central office. The second budget meeting will be April 8, also from 4:00-8:00 here at central office. He added that we are in a new place as far as the budget is concerned since we have no ESSER dollars; therefore, no safety net. He said that he and his team are working hard to make sure that we are really looking at expenses because we will also see a decrease in property tax, which will also be an impact on the budget.</p> <p>Barbara Long said that the PreK bill may advance. Dr. Duke said that the hold up may be in</p>	<p>Dr. Trey Duke</p>

<p>Finance because of the price tag. He added that we would very much benefit from the funding if it passes because as of now, we have 130 students that we get zero funding for. He did say that he appreciated Senator White carrying that bill.</p>	
<p><b>VII. OTHER BUSINESS</b>  Information Item  Amanda Moore said that there is a new focus on education in the General Assembly in that districts are given the option of refusing to educate undocumented children. She added that a school board in Franklin County passed a resolution to not pass these bills. She asked the feeling of the Board on this matter. The Board agreed. She asked Ms. Bush to compose a resolution stating our board's disagreement with this bill so that we can vote on it at the next meeting.</p> <p>Karen Dodd stated that we need to remember that there are two districts here and if one votes one way and one votes another, things could drastically impact either of the districts. She told the Board that it was something to think about and she hoped that they don't have to vote on this.</p> <p>Jimmy Richardson added that the only thing that matters is the children. He said that every child matters and needs access to education and food. He said that there is no reason for a 6-year-old to be punished. He said that this is board-focused, not political, but is being forced on us.</p>	<p>Vice Chair Amanda Moore</p>
<p><b>VIII. ADJOURNMENT</b>  Action Item  Motion to adjourn.  This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed.  Yea: 6, Nay: 0, Absent: 1  The meeting adjourned at 6:57 p.m.</p>	<p>Chair Butch Campbell</p>

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Director of Schools

**Agenda Item Title:** Approval of Surplus Items

**Board Meeting Date:** April 8, 2025

**Department:** Finance and School Operations

**Presented by:** Trey Duke, Director of Schools

**Board Agenda Category:**

- Consent Agenda
  - Action Item
  - Reports and Information
- 

**Summary**

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

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

**Staff Recommendation**

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

**Fiscal Impact**

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

**Connection to MCS's Five-Year Strategic Plan**

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



**Dena Thomas**

#567 Chow Bus

**From:** Brian Rome  
**Sent:** Wednesday, March 19, 2025 10:34 AM  
**To:** Dena Thomas  
**Subject:** FW: 2007 Blue Bird pusher  
**Attachments:** IMG\_0230.jpg; IMG\_0231.jpg; IMG\_0229.jpg; IMG\_0232.jpg

2000  
2007 Blue Bird school bus VIN # 91186  
8.3 Cummins diesel engine with 204,000 miles  
Couple of tables missing in the inside

Runs

Modified inside w/ tables

Brian Rome

Transportation Supervisor

Murfreesboro City Schools

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**From:** Brian Rome <Brian.Rome@cityschools.net>  
**Sent:** Wednesday, March 19, 2025 9:01 AM  
**To:** Brian Rome <Brian.Rome@cityschools.net>  
**Subject:** 2007 Blue Bird pusher

[Get Outlook for iOS](#)



HOWBUS XL

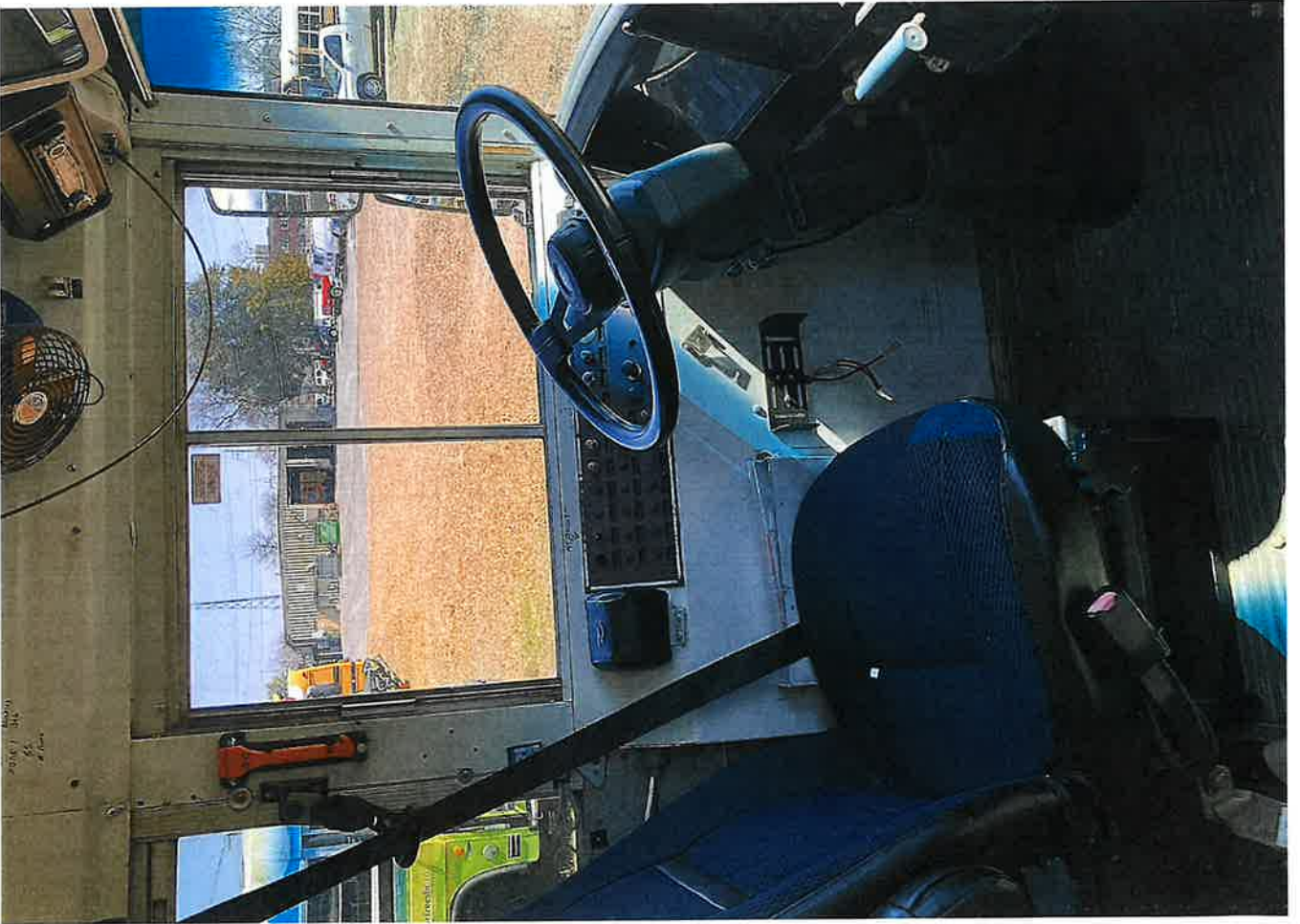
567

Murfreesboro

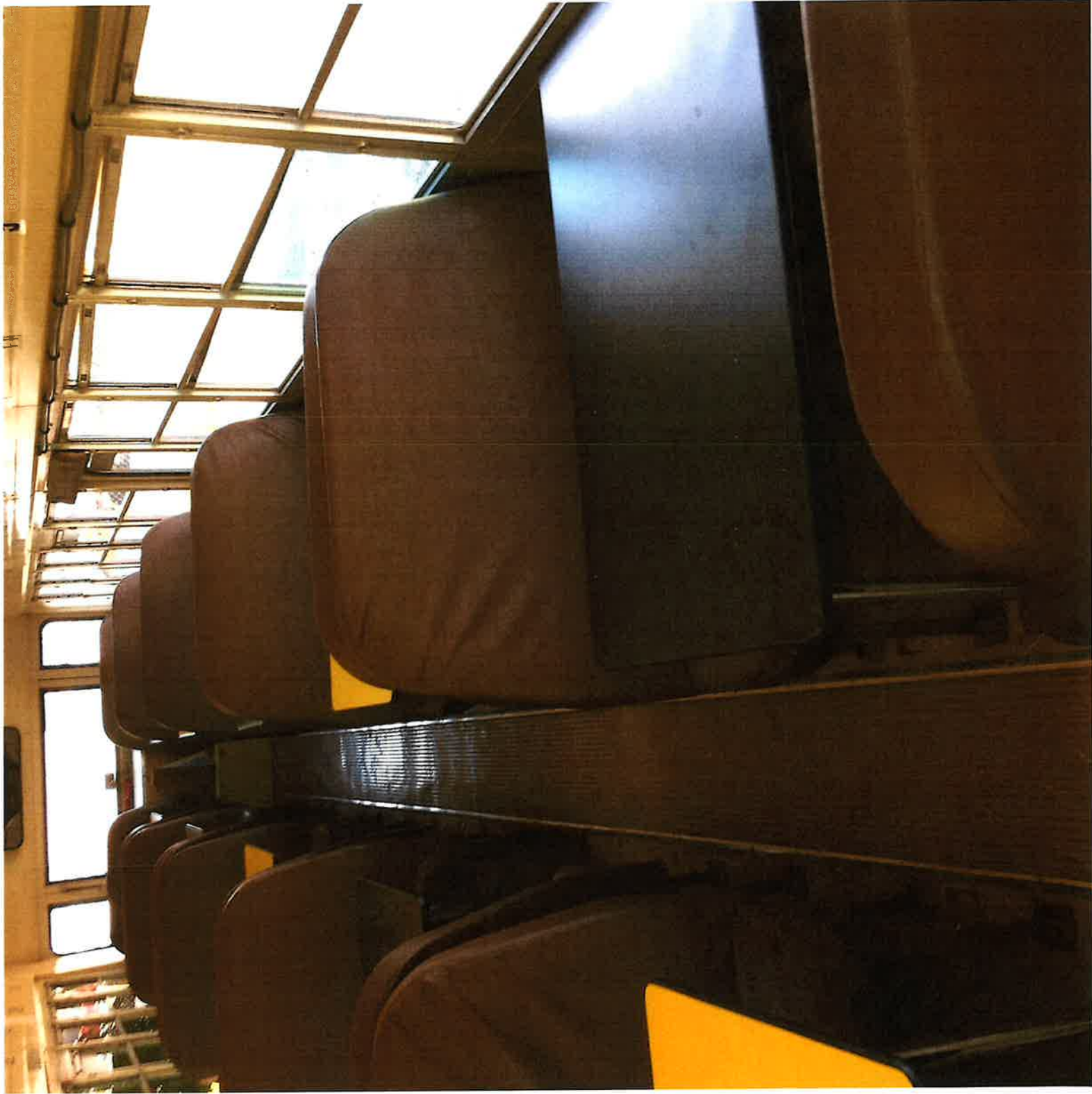
ROOFING







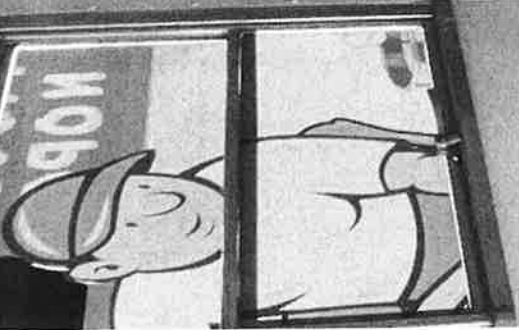








EMERGENCY EXIT





**COLLINS**  
BUS CORPORATION  
P.O. BOX 2946  
HUTCHINSON, KS.  
67504-2946

THIS VEHICLE CONFORMS TO ALL  
APPLICABLE FEDERAL MOTOR VEHICLE  
SAFETY STANDARDS IN EFFECT IN:  
MO.  9 YR.  1995

OF MANUFACTURE: MO.  9 YR.  1995  
COMPLETE VEHICLE MANUFACTURED BY: GENERAL MOTOR CORP.  
INCOMPLETE VEHICLE MANUFACTURED: MO.  7 YR.  1995  
FRONT  10,000 LB/ 4536 KG WITH,  LT225/75R16D TIRES  
FRONT  3,900 LB/ 1769KG WITH,  PSI COLD  
RIMS, @  WITH,  PSI COLD  
FRONT INTERMEDIATE (1)  RIMS, @  WITH,  PSI COLD  
REAR  7,200 LB/ 3266KG WITH,  LT225/75R16D TIRES  
REAR  55 PSI COLD WITH,  PSI COLD  
RIMS, @  WITH,  PSI COLD  
VEHICLE TYPE: SCHOOL BUS  
VIN # C 13215 SBWR  
1GBHG31Y5SF212241

**SURPLUS PROPERTY DISPOSAL FORM (SPDF)**

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

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

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

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
File Cabinet for Attendance		OFFICE DEPOT	738897	547506	\$20.00
				24792770	or less

Broken  
Drawer

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

Jerry Cox School OCE Date 3/19/25  
Principal

\_\_\_\_\_  
Supervisor Date \_\_\_\_\_  
Assistant Superintendent of School Operations or Director of Technology

Bobby W. Wells Date 3/27/25  
Director of Schools

\_\_\_\_\_  
Board Chairman Date \_\_\_\_\_

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

Notes on Disposal Method:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





<u>Equipment</u>	<u>Tag#</u>	<u>MFG By</u>	<u>Model #</u>	<u>Serial #</u>	<u>Value</u>
Chromebook	052017-0005	Asus	C202S	H7NXCX00N265275	\$0
Chromebook	052017-0012	Asus	C202S	H7NXCX02J919282	\$0
Chromebook	052017-0030	Asus	C202S	H7NXCX02J96228A	\$0
Chromebook	052017-0017	Asus	C202S	H7NXCX00N22427A	\$0
Chromebook	052017-0028	Asus	C202S	H7NXCX02J85728E	\$0
Chromebook	052017-0022	Asus	C202S	H6NXCX03E68125D	\$0
Chromebook	052017-0026	Asus	C202S	H7NXCX02K010286	\$0
Chromebook	052017-0025	Asus	C202S	H7NXCX00N26127G	\$0
Chromebook	052017-0018	Asus	C202S	H7NXCX00N198273	\$0
Chromebook	052017-0021	Asus	C202S	H7NXCX00N259275	\$0
Chromebook	052017-0015	Asus	C202S	H7NXCX02J961282	\$0
Chromebook	0753	Dell	Chromebook 11 3180	2cy6mh2	\$0
Chromebook	0768	Dell	Chromebook 11 3180	24j7mh2	\$0
Chromebook	0864	Dell	Chromebook 11 3180	jsj9lq2	\$0
Chromebook	0986	Dell	Chromebook 11 3180	7d89lq2	\$0
Chromebook	0462	Dell	Chromebook 11 3180	4j27mh2	\$0
Chromebook	0746	Dell	Chromebook 11 3180	56j7mh2	\$0
Chromebook	0983	Dell	Chromebook 11 3180	hf89lq2	\$0
Chromebook	0754	Dell	Chromebook 11 3180	18j7mh2	\$0
Chromebook	0458	Dell	Chromebook 11 3180	d4j7mh2	\$0
Chromebook	0740	Dell	Chromebook 11 3180	3059lq2	\$0
Chromebook	0987	Dell	Chromebook 11 3180	gg89lq2	\$0
Chromebook	0981	Dell	Chromebook 11 3180	2d69lq2	\$0
Chromebook	0798	Dell	Chromebook 11 3180	4wr9lq2	\$0
Chromebook	0988	Dell	Chromebook 11 3180	9h89lq2	\$0
Chromebook	0767	Dell	Chromebook 11 3180	fxg6mh2	\$0
Chromebook	0866	Dell	Chromebook 11 3180	dtr9lq2	\$0
Chromebook	0765	Dell	Chromebook 11 3180	j5c7mh2	\$0
Chromebook	0747	Dell	Chromebook 11 3180	3zb6mh2	\$0
Chromebook	0736	Dell	Chromebook 11 3180	hvr9lq2	\$0
Chromebook	0756	Dell	Chromebook 11 3180	79y6mh2	\$0
Chromebook	0764	Dell	Chromebook 11 3180	h0j7mh2	\$0
Chromebook	0763	Dell	Chromebook 11 3180	2d67mh2	\$0
Chromebook	0755	Dell	Chromebook 11 3180	j8c7mh2	\$0
Chromebook	0761	Dell	Chromebook 11 3180	h1p7mh2	\$0
Chromebook	0757	Dell	Chromebook 11 3180	czh7mh2	\$0
Chromebook	0868	Dell	Chromebook 11 3180	6vj9lq2	\$0
Chromebook	0745	Dell	Chromebook 11 3180	d9y6mh2	\$0
Chromebook	0744	Dell	Chromebook 11 3180	91y6mh2	\$0
Chromebook	0739	Dell	Chromebook 11 3180	g659lq2	\$0
Chromebook	0863	Dell	Chromebook 11 3180	87n9lq2	\$0
Chromebook	0737	Dell	Chromebook 11 3180	dk89lq2	\$0
Chromebook	0860	Dell	Chromebook 11 3180	hh89lq2	\$0
Chromebook	0738	Dell	Chromebook 11 3180	3bn9lq2	\$0
Chromebook	0663	Dell	Chromebook 11	38GSB62	\$0
Chromebook	0694	Dell	Chromebook 11	F2NXX82	\$0

Chromebook	0691	Dell	Chromebook 11	B39SB62	\$0
Chromebook	0695	Dell	Chromebook 11	6L8TK82	\$0
Chromebook	0648	Dell	Chromebook 11	J33NK82	\$0
Chromebook	0693	Dell	Chromebook 11	57GSB62	\$0
	<b>Operating system will no longer update</b>				

## Dena Thomas

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**From:** Cindy Price  
**Sent:** Monday, September 30, 2024 3:49 PM  
**To:** Dena Thomas  
**Subject:** Property disposal  
**Attachments:** 0095\_001.pdf

Dena,

Please find attached a property disposal form for ESE. Let me know if you have any questions.

Thank you,

Cindy Price  
Bookkeeper/Secretary  
Erma Siegel Elementary School  
615-904-1002 ext. 10105

UNAUTHORIZED READING, USE, OR DISTRIBUTION OF THIS MESSAGE IS PROHIBITED. IF YOU ARE NOT THIS MESSAGE'S INTENDED RECIPIENT-PLEASE CALL ME, RETURN THE MESSAGE TO ME AND DELETE THE MESSAGE FROM YOUR COMPUTER AND/OR NETWORK SERVER.

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**From:** canon@cityschools.net <canon@cityschools.net>  
**Sent:** Monday, September 30, 2024 3:54 PM  
**To:** Cindy Price <Cindy.Price@cityschools.net>  
**Subject:** Attached Image

**Agenda Item Title:** Resolution Opposing HB 793/SB836

**Board Meeting Date:** April 8, 2025

**Department:** Director of Schools

**Presented by:** Trey Duke

**Board Agenda Category:**

- Consent Agenda
  - Action Item
  - Reports and Information
- 

**Summary**

At its March 25, 2025, meeting, the Murfreesboro City Schools Board of Education discussed House Bill 793 and Senate Bill 836, which would grant school districts the discretion to deny enrollment based on a student's immigration status. Following that discussion, the Board requested the preparation of a resolution outlining its position. The attached resolution reflects the Board's concerns regarding the potential impact of the legislation on students and school operations.

**Staff Recommendation**

In response to the Board's request at its March 25, 2025, meeting, staff has prepared the attached resolution regarding House Bill 793 and Senate Bill 836 for the Board's consideration.

**Fiscal Impact**

There is no fiscal impact associated with the adoption of this resolution.

**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

**RESOLUTION OF THE MURFREESBORO CITY SCHOOLS BOARD OF  
EDUCATION OPPOSING HOUSE BILL 793/SENATE BILL 836**

**WHEREAS**, House Bill 793 and Senate Bill 836 proposes to allow local education agencies and public charter schools the discretionary authority to refuse to enroll students who are unlawfully present in the United States; and

**WHEREAS**, denying educational access to students based solely on immigration status undermines the binding legal precedent established by the United States Supreme Court in *Plyler v. Doe*, 457 U.S. 202 (1982), which affirmed that all children have a constitutional right to a public education, irrespective of immigration status, absent a compelling governmental interest; and

**WHEREAS**, it is established precedent that the Fourteenth Amendment to the United States Constitution which says in part, “No State shall ... deny to any person within its jurisdiction the equal protection of the laws” and laws that authorize local school districts to deny enrollment to children based on immigration status violate this Equal Protection Clause; and

**WHEREAS**, while the First Amendment of House Bill 793/Senate Bill 836 acknowledges the Supreme Court's ruling in *Plyler v. Doe*, it argues that current immigration conditions differ from those in 1982 and seeks to challenge the continued applicability of that precedent, reflecting a willingness to use vulnerable children and the school districts that serve them as a vehicle to test well-established constitutional protections; and

**WHEREAS**, allowing discriminatory practices against students solely based on their immigration status creates inequitable educational systems, potentially promotes division within our communities, places school staff in the untenable position of making enrollment inquiries based on immigration status, and conflicts with the mission of Murfreesboro City Schools to assure the academic and personal success for *each* child; and

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**NOW, THEREFORE, BE IT RESOLVED**, the Murfreesboro City Schools Board of Education, meeting in regular session on this 8th day of April 2025, formally opposes House Bill 793/Senate Bill 836 and urges the Tennessee General Assembly to vote to oppose the passage of this bill.

**ADOPTED this 8<sup>th</sup> day of April, 2025, by the Murfreesboro City Schools Board of Education.**

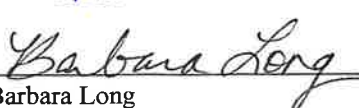
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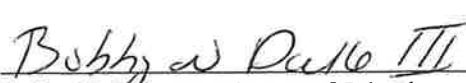
**MURFREESBORO CITY SCHOOLS BOARD OF EDUCATION**

  
\_\_\_\_\_  
Butch Campbell, Chair


  
\_\_\_\_\_  
Amanda Moore, Vice Chair

  
\_\_\_\_\_  
Karen Dodd

  
\_\_\_\_\_  
Barbara Long

  
\_\_\_\_\_  
Bobby N. Duke III, Director of Schools

  
\_\_\_\_\_  
Jeanette Price

  
\_\_\_\_\_  
Jimmy Richardson, III

  
\_\_\_\_\_  
David Settles

**Agenda Item Title:** FY25 General Purpose Fund 141 – 910 Ridgely Road

**Board Meeting Date:** April 08, 2025

**Department:** Finance

**Presented by:** Trey Duke, Director

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

This amendment recognizes expenditures related to 910 Ridgely Road. The school board passed an amendment on February 25, 2025, to move unassigned fund balance to capital outlay for the purchase and renovations needed at this property. This amendment moves \$14,000 with capital outlay to furniture and fixtures and moves \$79,700 to technology cabling to address technology infrastructure needs. This amendment does not impact fund balance or increase the previously approved funds for 910 Ridgely Road.

### Staff Recommendation

To approve the FY25 budget amendment.

### Fiscal Impact

Transfers \$14,000 from capital outlay to furniture and fixtures and \$79,700 to technology cabling for the 910 Ridgely Road project. All funds had been previously approved for 910 Ridgely Road.

### 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 Budget Amendment

BOE Approval

4/8/2025

General Purpose Schools Fund 141  
Fiscal Year 2024-25

Account Number	Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Expenditures</u>				
141 E 76100 799	Other Capital Outlay	3,100,000	3,006,300	(93,700)
141 E 76100 711	Furntiure & Fixtures	80,000	94,000	14,000
141 E 72250 470	Cabling	53,000	132,700	79,700
Total Increase in Expenditures		\$ 3,233,000	\$ 3,233,000	\$ -

CHANGE IN FUND BALANCE (CASH) -

This recognizes expenditures related to 910 Ridgely Rd. The school board passed an amendment on 2/25/25 to move unassigned fund balance to Capital Outlay. This amedment will move \$14,000 within Capital Outlay to Furniture & Fixtures and move \$79,700 to Technology cabling for the new facility. This will not affect fund balance.

*D. J. [Signature]* 4/8/25

Reviewed by Finance Director/Finance Manager

Date

Approved	<input checked="" type="checkbox"/>	<u>Bobby N. Duke III</u>	<u>4/11/25</u>
		Director of Schools	Date
Declined	<input type="checkbox"/>		

**Agenda Item Title:** FY25 General Purpose Fund 141 – Paid Parental Leave

**Board Meeting Date:** April 08, 2025

**Department:** Finance

**Presented by:** Trey Duke, Director

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

This amendment recognizes the new TNDOE recommendation for Paid Parental Leave to be accounted for in a new account code. This will move previously budgeted revenue from Other State Funds to Paid Parental Leave.

### Staff Recommendation

To approve the FY25 budget amendment to move the \$150,000 from Other State Funds to Paid Parental Leave.

### Fiscal Impact

This is a transfer of funds, and it will not affect fund balance.

### Connection to MCS's Five-Year Strategic Plan

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

# Murfreesboro City Schools

## INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY2025 General Purpose School Fund 141 4/8/2025

Account	Description	Increase	Decrease
141 R 46990	Other State Funds	-	150,000
141 R 46596	Paid Parental Leave	150,000	-
<b>Total</b>		\$ 150,000	\$ 150,000

Explanation: To transfer \$150,000 in previously budgeted revenues out of Other State Funds to the new  
Paid Parental Leave account. This will align with the new TNDOE guidance on recognizing Paid  
Parental Leave.

*D. J. [Signature]* 4/8/25  
 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u><i>Bobby Duke III</i></u> Director of Schools	<u>4/11/25</u> Date
Declined	<input type="checkbox"/>		

**Agenda Item Title:** FY25 General Purpose Fund 141 - Donations

**Board Meeting Date:** April 08, 2025

**Department:** Finance

**Presented by:** Trey Duke, Director

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

This amendment recognizes new revenue from a donation from Redstone Federal Credit Union to assist with our Employee of the Year event.

### Staff Recommendation

To approve the FY25 budget amendment to recognize new funds and expenditures.

### Fiscal Impact

Increase in donation revenue and corresponding expenditures by \$1,000. It will not impact Fund Balance.

### Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City Schools Budget Amendment

BOE Approval

4/8/2025

General Purpose Schools Fund 141  
Fiscal Year 2024-25

Account Number	Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>				
141 R 44570	Donations and Gifts	190,031	191,031	1,000
Total Increase in Revenues		\$ 190,031	\$ 191,031	\$ 1,000
<u>Expenditures</u>				
141 E 73300 399	Other Contracted Services	\$ 52,500	\$ 53,500	\$ 1,000
Total Increase in Expenditures		\$ 52,500	\$ 53,500	\$ 1,000
CHANGE IN FUND BALANCE (CASH)				-

New revenue of \$1,000 as a donation from Redstone Federal Credit Union to assist with an employee event.

*D. Dill* 4/8/25  
Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u><i>Bobby N Osike III</i></u>	<u>4/11/25</u>
		Director of Schools	Date
Declined	<input type="checkbox"/>		

**Agenda Item Title:** Agreement with Central Creativity for Summer School Kits

**Board Meeting Date:** April 8, 2025

**Department:** Curriculum & Instruction

**Presented by:** Trey Duke

**Board Agenda Category:**

- Consent Agenda
- Action Item
- Reports and Information

**Requires City Council Approval:** Yes  No

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**Summary**

The Curriculum and Instruction Department is seeking approval from the Board for an agreement with Central Creativity for the purchase of summer school kits designed to provide engaging, creative, and educational activities for students participating in our summer programs. Each kit includes materials tailored to encourage student exploration, critical thinking, and skill development through hands-on projects.

**Fiscal Impact**

The total fiscal impact is \$56,535.00, funded through summer school funding.

**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

## PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is entered into as of the date of the last signature below by and between Central Creativity ("Seller"), a limited liability company with principal offices at 442 North 6<sup>th</sup> Avenue, Laurel MS 39440, and Murfreesboro City Schools ("Buyer"), a municipal school district within the State of Tennessee located at 2552 South Church Street, Murfreesboro, TN 37127.

**Purpose.** Buyer agrees to purchase from Seller the educational materials as outlined in the attached Quotation #S00738 ("Quotation") dated February 24, 2025, including classroom kits and professional development training for the 2025 Murfreesboro City Schools Summer Program.

**Price and Payment.** The total cost shall not exceed the amount stated in the Quotation. This includes all applicable shipping charges. Seller shall submit an invoice upon shipment. The Seller agrees to deliver the educational materials ("classroom kits") to the Buyer at the following address:

Murfreesboro City Schools  
2552 South Church Street  
Murfreesboro, TN 37127

Delivery shall occur before May 30, 2025, *FOB Destination*. The cost of shipping is included in the purchase price. The Seller shall ensure that all materials are adequately packaged and insured during transit to protect against damage or loss. The Buyer reserves the right to inspect the delivered goods upon receipt and will notify the Seller of any discrepancies or damages within ten (10) calendar days.

**Choice of Law; Venue.** This contract shall be construed and enforced under the law of the State of Tennessee, regardless of its conflict of laws provisions. In the event that the parties cannot resolve any dispute between them, and one party resorts to legal action, such party must file suit in state court in Rutherford County, Tennessee, or in federal court in Davidson County, Tennessee.

**Non-Appropriation.** Notwithstanding any other provision of this Agreement, the parties acknowledge and agree that this Agreement is subject to the availability of funds appropriated by the governmental entity's governing authority. If funds are not appropriated or otherwise made available to support the continuation of this Agreement in any fiscal period, the Buyer may terminate this Agreement at the end of the period for which funds have been appropriated. The Buyer shall give the Seller written notice of such non-appropriation and termination, and no penalty shall accrue to the Buyer in the event of such termination, except that the Buyer shall be responsible for payment of materials delivered and accepted by the Buyer prior to such notice and termination.

**Entire Agreement.** This Agreement and the attached Quotation constitute the entire understanding between the parties and may only be amended in writing signed by both parties.

SELLER

MURFREESBORO CITY SCHOOLS

\_\_\_\_\_  
Bobby N. Duke, III – Director of Schools

APPROVED AS TO FORM:

\_\_\_\_\_  
Lauren Bush, Assistant City Attorney



# WHERE THINKING AND LEARNING MEET

Central Creativity  
442 North 6th Avenue  
Laurel MS 39440  
United States

**Invoicing and Shipping Address:**

Murfreesboro City Schools  
2552 South Church Street  
Murfreesboro TN 37127  
United States  
☎ +1 615-893-2313

Murfreesboro City Schools, Lea Bartch  
2552 South Church Street  
Murfreesboro TN 37127  
United States

## Quotation # S00738

**Quotation Date:**

02/24/2025

**Expiration:**

03/26/2025

**Salesperson:**

Jenny McLeod

DESCRIPTION	QUANTITY	UNIT PRICE	DISC.%	TAXES	AMOUNT
Custom Kit (Classroom TO GO) Student Kit Kindergarten: 100 kits 1st Grade:100 kits 2nd Grade 100 Kits (1:1 ratio) (10 activities per kit) Grade-Level specific, aligned to TN Science Standards Price includes: Full-color packaging Full-color Instructional Guide Access to online digital instructional guides and videos for 1 year	300.00 Unit	150.00	0.00	0%	\$ 45,000.00
Custom Kit (Classroom TO GO TE) Teacher Kit (10 activities per kit) Kindergarten Teacher Kit: 12 kits 1st Grade Teacher Kit: 12 kits 2nd Grade Teacher Kit: 16 kits Price includes: Full-color packaging Full-color Instructional Guide Access to online digital instructional guides and videos for 1 year	40.00 Unit	150.00	0.00	0%	\$ 6,000.00
Professional Development to Support Classroom TO GO (optional) 1 virtual training day (2 hours for each different kit)	1.00 Unit	1,250.00	100.00	0%	\$ 0.00



# WHERE THINKING AND LEARNING MEET

Central Creativity  
442 North 6th Avenue  
Laurel MS 39440  
United States

Bulk shipping to 2552. S. Church Street, Murfreesboro, TN 37127

<b>Untaxed Amount</b>	\$ 56,535.00
Taxes	\$ 0.00
<b>Total</b>	<b>\$ 56,535.00</b>

Kits will be shipped after May 27, 2025

**Agenda Item Title:** Agreement with Mid-South Bus Center for purchase of 48-Passenger Transit-Style Special Education Bus

**Board Meeting Date:** April 8, 2025

**Department:** Transportation

**Presented by:** Trey Duke

**Board Agenda Category:**

- Consent Agenda
- Action Item
- Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

In February 2025, the City of Murfreesboro Purchasing Department issued Invitation to Bid No. ITB-26-2025 on behalf of Murfreesboro City Schools for the purchase of a 48-passenger transit-style special education bus. Two vendors submitted bids in response. After reviewing the proposals, the Transportation Department recommends awarding the contract to Mid-South Bus Center, the lowest responsive and responsible bidder. The proposed contract is submitted to the Board for approval.

### Staff Recommendation

Approve agreement with Mid-South Bus Center for purchase of 48-Passenger Transit-Style Special Education Bus

### Fiscal Impact

The total cost of the school bus is \$164,950.00. Funding for this purchase will be provided through County Shared Bond funds.

### Connection to MCS's Five-Year Strategic Plan

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

## Agreement for Special Education School Bus

This Agreement is entered into and effective as of \_\_\_\_\_, 2025 ("Effective Date"), by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Mid-South Bus Center, Inc.**, a Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-26-2025 – "48-Passenger Transit-Style Special Education School Bus," issued February 25, 2025 (the "Solicitation");
- Contractor's Proposal, dated March 14, 2025 ("Contractor's Proposal");
- Contractor's Price Proposal, dated March 14, 2025 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

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

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

### 1. Duties and Responsibilities of Contractor.

Contractor shall provide and City shall purchase one (1) Transit-Style Special Education School Bus based on Contractor's Proposal, Price Proposal and the specifications set forth in "ITB-26-2025 – Special Education School Bus."

### 2. Term.

The term of this Agreement commences on the Effective Date and expires on October 31, 2025, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

- Upon thirty (30)-day prior notice, for the convenience of the City.
- For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least thirty (30) days prior to the effective date of the termination.
- 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.
- Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does

Commented [MS1]: I estimated six months out from rough effective date, depending upon when School Board and Council approves.

not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

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

**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 **total price of One hundred sixty-four thousand nine hundred fifty dollars and zero cents (\$164,950.00)**. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. All invoices must be submitted to [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov) with a copy to the Contact person.

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

- 5. Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000.00), as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, and (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

**6. Indemnification.**

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
  - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or

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

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

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

If to Contractor:  
Mid-South Bus Center, Inc.  
Attn: Chuck LaLance III  
3512 Bill Smith Drive  
Murfreesboro, TN 37129  
chuck@thebuscenter.com

8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable

notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

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 City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written

consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

16. **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.
17. **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.
18. **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.
19. **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.
20. **Iran Divestment Act of Tennessee.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106. Bids not conforming with this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.
21. **Non-Boycott of Israel.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to TCA § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[signatures to appear on following page]

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

**City of Murfreesboro, Tennessee**

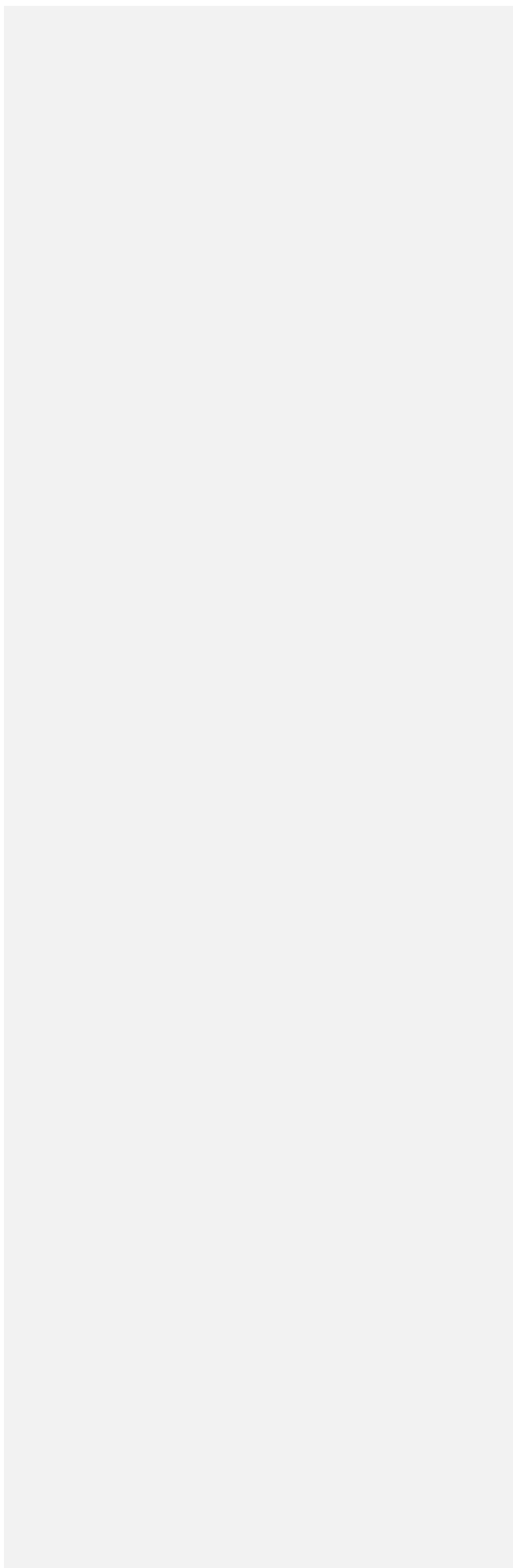
**Mid-South Bus Center, Inc.**

By: \_\_\_\_\_  
Shane McFarland, Mayor

By: \_\_\_\_\_  
Chuck LaLance III, Co-Owner/Sales

Approved as to form:

\_\_\_\_\_  
Adam F. Tucker, City Attorney



# City of Murfreesboro



## 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.

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**DATE ISSUED:** February 25, 2025

**BID TITLE:** ITB-26-2025 – 48 Passenger Transit Style Special Education Bus

**CITY CONTACT PERSON:** Cathy Smith

**TELEPHONE NUMBER:** (615) 849-2629

**E-MAIL ADDRESS:** purchasing@murfreesborotn.gov

All bid responses must be received and acknowledged in the Purchasing Department's Office on or before the day and time listed below. **All bids must be submitted electronically via OpenGov.**

**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:** **March 18, 2025**

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

## 1. INSTRUCTIONS AND CONDITIONS

### 1.1. Bid Submission to the City of Murfreesboro

The City is seeking bids for "48 Passenger Transit Style Special Education Bus" on behalf of Murfreesboro City Schools as set forth in the specifications listed within this bid. Electronic bids will be received by the City of Murfreesboro until 2:00 p.m. CST on March 18, 2025, at which time the bids will be opened via Zoom. A Zoom link will be provided to all those proposers on file as following this ITB.

### 1.2. Deadline and Late Responses.

No bids received after bid opening date and time will be accepted. The City will accept bids submitted electronically via our procurement portal, OpenGov.

### 1.3. Organization of Bid and Completeness.

Please submit an electronic bid via our procurement portal, OpenGov at the website listed in Section 1.37. It shall be the sole responsibility of the bidder to have the bid uploaded to the City 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, whiteouts, 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 City 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, and those listed on OpenGov, constitute the complete set of specification requirements and ITB. The bidder is responsible for ensuring that all pages and all addenda are received. The City 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 City's Contact Person via OpenGov. Any addenda will be posted on OpenGov.

### 1.7. Bid Interpretation. Communication with the Purchasing Department

Cathy Smith is the City's contact for coordinating communications between the school 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 (3/11/2025 at 2:00 PM CST) to the bid opening date. All questions should be submitted through the Question/Answer tab in OpenGov. All questions and all responses will be visible to every bidder.

The City specifically requests that no contact concerning this ITB be made with any other City 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 City. 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 City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder. **The City of Murfreesboro is not responsible for technical errors or omissions made by prospective bidders during the bid submission process that may result in a bid not being submitted, being submitted incompletely, or being submitted incorrectly. In the case of technical issues that are verified to be a City error, the Purchasing Department will take reasonable steps to resolve the issue so that the process remains fair to all bidders.**

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

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 City. 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. **Bid Modification.**

Bids may be modified, withdrawn, and/or resubmitted in writing to the City prior to the deadline for bid submission via the City's e-procurement portal, **OpenGov**. After this deadline, no withdrawals or resubmissions may be made for any reason.

1.14. **Tax Exempt.**

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

1.15. **Pricing Effective for 180 calendar days.**

The successful bidder shall provide in the bid price the cost for services rendered. Pricing shall be effective for one-hundred and eighty (180) calendar days from date of bid award. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms set forth in this ITB.

✓ 1.16 **Approval Required.**

No award or acquisition can be made until approved by the City Council. The City will not be obligated to bidders for equipment and/or services until the completion of a signed contract approved by authorized officials of the City. This solicitation in no manner obligates the City 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 City and may be terminated at any time prior to the signing of a contract.

✓ 1.17 **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 City.

✓ 1.18 **Terms and Conditions.**

The City 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 City. The City 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. When in doubt, Unit pricing shall control.

✓ 1.19 **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 City 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 City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the project.

✓ 1.20 **Cost of Response.**

The City 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 City 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 City.

✓ 1.21 **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 City 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 City Contract terms may be a basis for rejection of the bid.

✓ 1.22 **Contract Termination.**

The City reserves the right to cancel the contract for the equipment without cost or penalty to the City if, in the City'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 City a material or product or workmanship which is, in the opinion of the City, of an unacceptable quality. Cancellation of the contract shall not impair any rights or claim of the City 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 City 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.

✓ 1.23 **Contract Modification.**

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

✓ 1.24 **Replacement or Repair.**

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

The City, 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 City in the written notice. Exercise of this option shall not relieve the contractor of any liability to the City for damages for the breach of any covenants of the contract by the contractor.

✓ 1.25 **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 City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.

✓ 1.26 **Governing Laws.**

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

1.27 **Severability.**

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

1.28 **Indemnification and Hold Harmless.**

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

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

1.29 **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 contendere 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 City of Murfreesboro or any political subdivision of the State of Tennessee.

1.30 **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.

1.31 **City's Employment Practices.**

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

1.32 **Conflict of Interest.**

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

1.33 **Ethical Standards.**

Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity 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.

✓ 1.34 **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 City contracts.

✓ 1.35 **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.

*WE expect payment to be "Net" 10 days or less after delivery + Invoice is received.*

✓ 1.36 **Codes & Regulation.**

All services and/or equipment must comply with city, 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.

✓ 1.37 **Bid Modification & Registration**

Bids may be modified, withdrawn, and/or resubmitted in writing to the City via **OpenGov** prior to the deadline for bid submission. After this deadline, no withdrawals or resubmissions may be made for any reason. Bidders must register with **OpenGov** to ensure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished through the website: <https://secure.opengov.com/portal/murfreesborotn>

✓ 1.38 **Iran Divestment Act of Tennessee**

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

✓ 1.39 **Non-Boycott of Israel**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.

2. BID SPECIFICATIONS

2.1. Scope of Project

The purpose of this Invitation to Bid (ITB) is to procure one 48 Passenger Transit Style Special Education School Bus for Murfreesboro City Schools based on the specifications provided in Section 2.2. All prices shall be quoted F.O.B. Murfreesboro, TN, and delivery to the MCS location shall be without additional charge. Bid response must include anticipated delivery date and show number of days required for delivery under normal conditions. Failure to state delivery time may result in the bid response being disregarded. Vendor must keep the Office of Assistant Superintendent of Operations advised at all times of status of order. **The Vendor must complete the bus specification sheet and Bid Form and supply and deliver the following equipment and accessories, using the specifications listed in Section 2.2.**

2.2. Specifications

Bidder **MUST** complete this form and the following specification sheet, along with the Bid Form on page 13.

	Bus Specifications	YES	NO	Explain Exceptions
Year Model	New 2024 or 2025 model transit-style school bus	★	X	2026 model or newer
Seating Capacity*	To be delivered as 48 passenger + 1 Wheelchair with continuous track+ Driver, but convertible to 42 passenger + 2 Wheelchair with continuous track + Driver, and convertible again to 36 passenger + 3 Wheelchair with continuous track + Driver		X	48 passenger shell .. delivered 36 + 1w/c, converts to 30 + 2w/c + converts to 24 + 3w/c
Delivery	Guaranteed delivery to Murfreesboro City Schools bus garage by date included in bid response	✓		Approx June 2025 or sooner
Manuals	Owner's Manual included	✓		with delivery of bus
Warranty	12 to 24 months w/24,000 or more miles bumper to bumper	★✓		3yr / 50,000 bumper to bumper
Engine Warranty	5 years/ 100,000 miles	✓		
Transmission Warranty	7 years unlimited miles	✓		
Towing coverage	Engine problems minimum two years	✓		
Mobile Repair Service	Must include 24-hour response and on-site service for warranty repairs	✓		
Recommended Parts Stock List	<b>Include a list of parts with pricing of suggested stock parts</b>	✓		ATTACHMENT INCLUDED
State of Tennessee and Federal School Bus Standards	Buses shall meet all current state of Tennessee and federal minimum standards for school buses. Factory direct deliveries are not acceptable. Product must have a pre-delivery inspection at an in-state facility. Payment will not be made until bus passes the state's inspection process.	✓		If awarded, MCS shall schedule state of Tennessee inspection within 10 days of delivery. We expect payment to be "Net" 10 days after delivery.
In-state Sales and Service Facility	Bidder must have a fully licensed in-state sales and service facility. State Dealer License # is <u>00014431</u>			

\*Flexibility in seat spacing to accommodate special devices is necessary to meet passenger requirements.

All seating shall meet the requirements of FMVSS No. 222, School Bus Passenger Seating and Crash Protection.

# BUS SPECIFICATION SHEET

Specifications	Yes	No	
<i>Bidders must check "Yes" only if all specifications are fully met.</i>			
<b>Body-Chassis</b>			
<b>CHASSIS</b>			
Axle Ratio	Gears to go 75mph and governed at 70mph	✓	
Air compressor	Minimum of 18.7CFM	✓	
Air Dryer	Bendix AD-IP with heater	✓	
Air tanks	3 or 4 tanks to exceed 5,850 cubic inch capacity	✓	
Air tanks	Remote skirt mtd access door to drain all air tanks	✓	
Alternator	Minimum 240 amp A.C. Delco <i>320 Amp Lenc.Neville</i>	<del>✓</del>	
Axle, Front	13,200 lbs. w/synthetic lubed hubs	✓	
Axle, rear	20,000 lbs. w/synthetic lubed hubs	✓	
Batteries	Three group 31 w/3000 CCA minimum	✓	
Batteries	Battery tray to include heavy duty roller ball bearings	✓	
Battery	Battery cut-off switch located in battery compartment	✓	
Block Heater	Minimum 750 watt w/receptable mtd to frt fender area	✓	
Body Length	Body not to exceed 40' long	✓	
Brakes	Air operated front and rear	✓	
Brakes	ABS	✓	
Bumper 3/16" steel, Front	Reinforced w/air or electric operated crossing arm w/retainer	✓	
Bumper 1/4" steel, rear	Reinforced	✓	
Crossarm	Electric operated polycarbonate	✓	
Driveline	Guards around each shaft	✓	
Engine Rating	Minimum 220 HP and 600 ft. lbs Tg	✓	
Engine Type	Inline 6-cylinder diesel	✓	
Engine Warranty	5 years - 100K miles	✓	
Engine Exhaust brake	Include turbo engine exhaust break, i.e. Jake Brake	✓	
Exhaust	Left side under bumper	✓	
Frame	50,000 lbs. psi	✓	
Fuel Filter	Spin on type at the engine	✓	
Fuel/ Water separator	Heater Racor w/see through bowl	✓	
Fuel Tank	100 gal between frame rails, include protective skid plate		<i>X 60gal</i>
Fuel Tank	Include fuel door and sender access plate at interior floor	✓	
Fuel Tank	Fuel door to include positive thumb latch	✓	
High/low idle switch	Dash mounted	✓	
Instruments	Speedometer, voltmeter, oil pressure, dual air gauges	✓	
Instruments	Hour meter, Transmission temperature gauge	✓	
Instruments	Cruise control	✓	
Instruments	Heavy-duty turn signal steering column mtd	✓	

		YES	NO
Instruments	Air filter restriction indicator, tachometer, fuel gauge	✓	
Radiator	Shall be stationary and shall not include swing out feature to avoid potential leaks	✓	
Shocks	Front and rear	✓	
Suspension, front	Springs front suspension w/13,200 lbs. minimum GVWR	✓	
Suspension, rear	Air ride rear suspension w/23,000 lbs. minimum GVWR		X 20K lbs. GVWR
Stability control	To include electronic stability control	✓	
Starting aid	Grid heater	✓	
Steering wheel	Tilt & telescope	✓	
Tires	Front and rear tires to be balanced and aligned	✓	
Tires	Front and rear to be highway tread	✓	
Tires	Michelin or <u>Hankook</u>	✓	
Tow Hooks	Front & rear mounted	✓	
Transmission	Allison PTS 2500 Series automatic w/6 speeds & reverse	✓	
Transmission	With internal or external cooler, and water filter	✓	
Transmission	To include Allison "Fuel Sense" for maximum MPG efficiency	✓	
Wheel Base	232"		X 136"
Wheels	Disc hub piloted, 22.5 x 8.25 painted black	✓	
Wiring	Color and number coded	✓	
Wiring	Include manual re-setting circuit breakers for body items	✓	
<b>BODY</b>			
Air conditioning	126K BTU total, MCC Brand, front inwall and rear inwall evaporators, skirt mtd condensers, dash vent evaporators, and dual compressors	✓	
Access Panel	Access panel below driver's window with lock	✓	
Access Panels	3 - Located below windshield & must include locking device	✓	
Air horn	Roof-mounted Air Horn	✓	
Assist Rail	include left and right side assist/handrails at stepwell	✓	
Backing horn	112 DBS- installed under rear bumper area	✓	
body Clips	All body mounts to be double bolted for maximum strength	✓	
Cell phone power outlet	Driver's dash area mounted	✓	
Defroster fans	Three 6" dash-mounted fans	✓	
Door, emergency	Upper & Lower glass, 3 point latch, & retainer	✓	
Door, entrance	Outward opening, air operation w/ 3 position switch	✓	
Door, entrance	Include vandal lock located in electrical comp below driver's window	✓	
Document Holder	6" x 9" document holder mounted at front header	✓	
Driver's Storage	Driver's storage pouch at rear of driver's seat	* ✓	(2) Spocket barrier covers
Driver's Storage	Glove box mounted right side front dash area lock & key	✓	
Fenders	Front & rear rubber fenders over each wheel well	✓	
Header Storage	Safety compartment in front header – 10" x 42" minimum	* ✓	USED FOR A/C evaporator
Emergency exits	4 - push out windows with buzzers		X
Emergency exits	2 - roof hatches w/buzzers	only 2 p/o for TN only 1 R/H. for TN	X

YES NO

Floor Design Seat and Wheelchair Locations	48 passenger + 1 Wheelchair with continuous track+ Driver, but convertible to 42 passenger + 2 Wheelchair with continuous track + Driver, and convertible again to 36 passenger + 3 Wheelchair with continuous track + Driver	SEE Floorplan picture	X - 48 passenger still, delivered 36+1w/c converts to: 30+2w/c 24+3w/c
Flooring	Black koroseal	✓	
Flooring	Metal aisle trim	✓	
Flooring	Black koroseal over wheel housings	✓	
Flooring	5/8" exterior grade plywood subfloor glued down	✓	
Headroom	Minimum 78 inches	✓	
Heaters	Min. 91K BTU front w/removable filter	✓	
Heaters	Min. 15K BTU driver's foot heater or 50K BTU stepwell heater	15K drivers ✓	
Heaters	Min. 84K BTU rear w/removable filter behind rear axle	✓	
Heaters	Include heavy-duty heater metal booster pump for rear heater	✓	
Heaters	List total heater BTU's offered	total 190,000 BTU'S	
Heaters	Dual heater cut off and dash mounted water regulator valve	✓	
Identification	Black letters: "Murfreesboro City Schools", Bus Numbers	✓	
Identification	6" numbers, sides, front, rear	✓	
Identification	3 yellow vinyl year model numbers "2024" or "2025" on rear bumper	✓	
Identification	3' Bus #'s and "Murfreesboro City Schools" on roof-black	✓	
Insulation	2" fiberglass insulation in roof, & front, rear, and side walls	✓	
Insulation	1/2" sound absorbing foam installed under driver toeboard	✓	
Insulation	Noise reduction pkg. include perforated ceiling driver's area	✓	
Lights	Side mounted directional	Qty 3 side mtd directionals per side	★ ✓ Amber
Lights	4" red strobing LED wired to brakes & warnings mid rear door	Driver's ALERT INCLUDED	★ ✓
Lights	Dome lights to be LED include driver's and stepwell		✓
Lights	Exterior LED lights mounted at entrance door	inside + out	★ ✓
Lights	LED Headlights w/daytime running and alternating w/warnings		★ ✓
Lights	Warning lights to be halogen bulbs with individual hoods		✓
Lights	Clearance & cluster lights to be LED		✓
Lights	Front and rear amber directionals 7" w/arrows		✓
Lights	Rear roof mounted strobe light w/guard	LED	★ ✓
Lights	16 light minor mounted front bulkhead area		✓
Lights	Additional (fifth) LED Brake Light on rear door	Driver's ALERT	★ ✓
Mirrors	Interior - 8" x 30" clear with integrated back up camera monitor that automatically comes on when the bus transmission is shifted into reverse	6" x 30"	X 6" x 30" w/Backup
Mirrors	Exterior - all to be heated & remote controlled		✓
Mud flaps	Front and rear mud flaps full length		✓
Noise switch	Maintained switch - dash mounted		✓
Paint roof	Roof to be painted white		✓
Paint roof	Area above side windows shall be yellow and white only		✓
Parts Report	Copy of complete bus parts printout	delivered w/ BUS	✓
Radio	AM/FM/PA/CD w/ 8 speakers	AM/FM/PA/CD	X - 6speakers

YES NO

Reflective Tape	"SCHOOL BUS" front and rear caps to be reflective	✓	
Reflective Tape	Reflective tape at all exits, rear, sides full length	✓	
Reflectors	To be mechanically attached	✓	
Roof bows	One Piece	✓	
Roof rails	Roof crash rails mounted inside roof panels	✓	
Rub Rails	Provide Four Rubrails all painted black	✓	
Rub Rails	Include bumper and window wrap around rub rails	✓	
Safety	Fire extinguishers, body fluid kit, flares, First Aid kit	✓	
Safety	Windshield hammer and seat belt cutter	✓	
Safety	All Out warning device to include dome lights activation	✓	
Safety Compartment	Flares to be mounted in bulkhead compartment		X A/C USES this space
Seat Barriers	Include 5 pocket barrier cover on right side <i>floor mtd.</i>	<i>Both Barriers</i> ★ ✓	
Seat frames	Frames to be black powder coated and belt ready	✓	
Seats and belts	Safeguard Safety Seats W/ 3 Point Seat Belts (FE200868-4) and Child Restraint (or an equivalent industry-standard model meeting applicable safety regulations)	✓ <i>ICS on First two Rows.</i>	
Seat Space	26" minimum spacing <i>31" Seat Spacing SEE Floorplan</i>	★ ✓	
Seat Space	Include floorplan demonstrating 26" spacing <i>29" Knee Room</i>	★ ✓	
Seats/Driver	High back, air operated with shocks	✓	
Seats/Driver	Include tilt back, fabric insert, adjustable back, and heated seat cushion	✓	
Seats/Driver	Right and left side arm rest	✓	
Seats/Driver	Florescent Orange lap and shoulder belt	✓	
Seats/Passenger	39" DOT fire block upholstery - brown or gray <i>GRAY</i>	✓	
Side Panels	Interior - Aluminized steel side walls	✓	
Solenoid	Disconnect all body circuits	✓	
Stepwell	3 steps, include stepwell guard under entrance door	✓	
Stepwell	To include white floor step nosing	✓	
Stoparm	Reflectorized upper & lower strobing & LED lights	✓	
Vents	2 - driver's fresh air & static roof vent	✓	
Wheelchair lift location	Rear curb side <i>BROWN w/ Brake interlock</i>	✓	
Wheelchair lift specifications	Automatic Positioning at Floor Level with single door <i>w/ Interior + exterior two way light.</i>	★ ✓	
Windows, Passenger	Black aluminum frames, 12" opening w/dark tint include rear	✓	
Windows, Driver	Double sliding, aluminum sash, tempered	✓	
Windshield	Two-piece curved for maximum driver sight, tinted & shaded	✓	
Windshield	2 grip handles above windshield	✓	
Wipers	Dual switches with high, low & intermittent speeds	✓	
Wiring	Color & number coded	✓	
Wiring/Accessory	12-volt outlet for cell phone in instrument panel	✓	
Circuit Breakers	Manually resetting breakers for body and chassis	✓	
Zonar	Zonar V3 GPS hardware mounted in driver's storage area		X not included

**PURCHASING DEPARTMENT  
BID FORM**

**BID:**  
48 Passenger Transit Style Special Education Bus

**Date:**  
3/18/25

**INSTRUCTIONS:**

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

**NAME OF DEALER:** mid-south Bus Center, Inc.      **STATE DEALER LICENSE #:** 00014431

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

**Sales Contact Name, Phone, Email:**  
Co-owner - Chuck LaLance (615)890-6368, Chuck@thebuscenter.com

**Bus Year and Model:**  
NEW 2026 Thomas Safte-T-Liner EFX 09185 Special Needs School Bus

**Signature:**  
*Chuck LaLance*

Quantity	Item	Price EACH
1	48 Passenger Transit-Style <sup>shell</sup> Special Education School Bus	\$ 164,950. <sup>00</sup> each
	<p><del>one hundred sixty four thousand nine hundred fifty dollars + <sup>0</sup>/<sub>100</sub> each</del></p> <p>48 passenger shell</p> <p>Delivered 36 + 1w/c = 37 passengers            Converts to 30 + 2w/c = 32 passenger            Converts to 24 + 3 w/c = 27 passenger            all with the removal of the track mounted seats.</p> <p>Floorplan is included!</p>	<p>* only one bus available at this price.</p> <p>TBB Order # 240983            TBB Body # 2431194            VIN 1T8819D27T1240983</p>

\* This bus also includes the following items: Fire Evacuation Blanket, Universal Handicap Blue 6"x6" sticker exterior, prewired for two way radio, All rear Stop/Tail/Dir/+ REVERSE lights are LED, REAR side mtd LED at wheel well wired to come on w/Reverse, Front and Rear tow hooks, Three w/c positions w/ Auto Retracting tie downs w/ Bags + Shoulder + Lap belts, Floor L-TRACT 4 piece parallel Rt & Left side Rear of bus, 5 head digital camera compatible with your current fleet, and \* 3 year/50,000 mile Bumper to Bumper Warranty.

\* Save \$2500 to delete camera.  
two thousand five hundred dollars + <sup>0</sup>/<sub>100</sub>.



## Sample Agreement for 48 Passenger Transit Style Special Education School Bus

This Agreement is entered into and effective as of \_\_\_\_\_, 2025 ("Effective Date"), by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and \_\_\_\_\_, a \_\_\_\_\_ ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-26-2025 – "48 Passenger Transit Style Special Education School Bus", issued \_\_\_\_\_ (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 City shall purchase one (1) 48 Passenger Transit Style Special Education School bus based on Contractor's Proposal, Price Proposal and the specifications set forth in "ITB-26-2025 – 48 Passenger Transit Style Special Education School Bus."

### 2. **Term.**

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

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

**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 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 City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. All invoices must be submitted to [accountspayable@murfreesborotn.gov](mailto:accountspayable@murfreesborotn.gov) with a copy to the Contact person.

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

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

**6. Indemnification.**

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

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

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

i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii)

such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

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

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

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

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 City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
16. **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.
17. **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.
18. **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.
19. **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.

- 20. **Iran Divestment Act of Tennessee.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106. Bids not conforming with this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.
- 21. **Non-Boycott of Israel.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to TCA § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
- 22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

**City of Murfreesboro, Tennessee**

**Contractor**

By: \_\_\_\_\_  
Shane McFarland, Mayor

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Adam F. Tucker, City Attorney

**ITB-26-2025 – 48 Passenger Transit Style Special Education Bus**

**Additional Items included on special education bus**

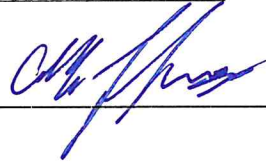
3 Year/ 50,000 mile bumper to bumper warranty, Fire Evacuation Blanket, Universal Handicap Blue 6"x6" sticker, Prewired for two way radio hook up, Rear stop/tail/directional/& reverse lights to be LED, Rear side mounted LED lights positioned above each rear wheel well wired to come on when the vehicle is put into reverse mode, Front and rear tow hooks, wheelchair lift door, Three wheel chair positions with auto retracting tiedown belts including lap and shoulder belts, bags for storing all w/c belts and tiedowns, Four L-Tracks minimum 50+" each for each w/c position running parallel with bus body mounted on both sides at rear of bus, 5 head digital camera system compatible with your current fleet's system.

Save \$2,500.00 to delete the camera system.

**Bidder:** Mid-South Bus Center, Inc.

**Title:** Co-Owner / Sales

**Signature:** \_\_\_\_\_



**Date:** March 18, 2025



**ITB-26-2025 - 48 Passenger Transit Style Special Education Bus**

**Recommended Parts Stocking List**

Mid-South Bus Center, Inc. keeps in stock over \$868,000.00 worth of parts as inventory in Murfreesboro, Tennessee. We can ship/overnight/deliver any part in our inventory to the Murfreesboro City School Bus garage so that it is received on the next day. As back up, Thomas Built Bus, Inc. has a Parts Delivery Center (PDC) warehouse in Memphis, Tennessee, that is the largest in the school bus industry. Tens of millions of dollars' worth of parts, are stored at that facility and can be shipped directly so that they are received on the next day as well.

With that said, we truly believe that Murfreesboro City Schools does not need to purchase any parts to keep in stock for the buses that you are bidding. We suggest that you save your money and let us appropriate our resources for any parts that may be needed.

 3/18/25

Sign and Date

**Murfreesboro City Schools**  
**Extended School Program (ESP) Fund 146 Budget FY 2025-2026**

**ESP Revenues**

Account Number	Description	FY 2024-25 Estimate	FY 2024-25 Budget Original	FY 2024-25 Budget Revised	FY 2025-26 Budget	% Change from FY25 Budget	% Change from FY25 Estimate
43517	Tuition/Registration	4,329,310	5,119,630	5,119,630	5,485,255	7.14%	26.70%
43570	Resale Items	500	1,000	1,000	-	-100.00%	-100.00%
44110	Interest Investments	1,000	5,000	5,000	60,000	1100.00%	5900.00%
44111	Interest Checking	260,000	80,000	80,000	190,000	137.50%	-26.92%
44170	Misc. Refunds	150,000	142,635	142,635	281,470	97.34%	87.65%
44171	Field Trips	45,000	59,700	59,700	59,700	0.00%	32.67%
44172	DHS Childcare payments	400,000	254,845	254,845	405,810	59.24%	1.45%
44530	Sale of Equipment	-	-	-	-	NA	NA
<b>Grand Total Revenues</b>		<b>5,185,810</b>	<b>5,662,810</b>	<b>5,662,810</b>	<b>6,482,235</b>	<b>14.47%</b>	<b>25.00%</b>

**ESP Expenditures**

Account Number	Description	FY 2024-25 Estimate	FY 2024-25 Budget Original	FY 2024-25 Budget Revised	FY 2025-26 Budget	% Change from FY25 Budget	% Change from FY25 Estimate
73300 105	Supervisor/Director	164,060	96,670	96,670	112,680	16.56%	-31.32%
73300 189	Other Salaries/Wages	3,500,000	4,565,730	4,565,730	4,751,355	4.07%	35.75%
73300 201	Social Security	227,175	289,070	289,070	301,570	4.32%	32.75%
73300 204	Retirement	152,525	111,705	111,705	142,150	27.25%	-6.80%
73300 206	Life Insurance	2,600	2,810	2,810	2,810	0.00%	8.08%
73300 207	Medical Insurance	187,600	172,730	172,730	256,975	48.77%	36.98%
73300 208	Dental Insurance	5,500	6,600	6,600	6,375	-3.41%	15.91%
73300 210	Unemployment	1,000	4,000	4,000	3,000	-25.00%	200.00%
73300 212	Medicare	53,130	67,600	67,600	70,525	4.33%	32.74%
73300 217	Hybrid Retirement	500	1,000	1,000	1,000	0.00%	100.00%
73300 299	Fringe Benefits	15,120	19,500	19,500	-	-100.00%	-100.00%
73300 307	Communications	13,815	20,960	20,960	23,020	9.83%	66.63%
73300 336	Repair of Equipment	5,000	27,000	27,000	16,000	-40.74%	220.00%
73300 355	Travel	5,000	6,900	6,900	9,500	37.68%	90.00%
73300 399	Other Contracted Services	44,000	44,140	44,140	36,485	-17.34%	-17.08%
73300 415	Electricity	3,200	4,000	4,000	4,000	0.00%	25.00%
73300 454	Water & Sewer	875	1,500	1,500	1,500	0.00%	71.43%
73300 499	Other Supplies & Materials	300,000	324,450	324,450	355,810	9.67%	18.60%
73300 524	Professional Development	15,000	15,000	15,000	15,000	0.00%	0.00%
73300 599	Other Charges	200,000	207,740	207,740	258,350	24.36%	29.18%
73300 799	Other Capital Outlay	85,000	85,625	85,625	64,000	-25.26%	-24.71%
<b>Grand Total Expenditures</b>		<b>4,981,100</b>	<b>6,074,730</b>	<b>6,074,730</b>	<b>6,432,105</b>	<b>5.88%</b>	<b>29.13%</b>

\$ (411,920) \$ 50,130

Increase/(Decrease) to Fund Balance

**MURFREESBORO CITY SCHOOLS**  
**Nutrition Fund 143 Budget**  
**2025-2026**

9402

NUTRITION FUND 143

<b>REVENUES SUMMARY</b>						<b>% Change</b>	<b>% Change</b>
<b>Description</b>		<b>2024-25</b>	<b>2024-25</b>	<b>2025-26</b>	<b>Net Budget</b>	<b>2024-25</b>	<b>2024-25</b>
		<b>Est. Rev.</b>	<b>Budget</b>	<b>Budget</b>	<b>Incr/(Decr)</b>	<b>Budget</b>	<b>Est. Rev.</b>
43000	Education Charges	265,000	266,667	293,025	26,358	9.88%	10.58%
44000	Local Charges	237,000	215,542	281,807	66,265	30.74%	18.91%
46000	State of Tennessee	45,148	40,000	45,148	5,148	12.87%	0.00%
47000	Federal Government	5,890,099	5,955,988	6,463,613	507,625	8.52%	9.74%
<b>TOTAL REVENUES</b>		<b>\$ 6,437,247</b>	<b>\$ 6,478,197</b>	<b>\$ 7,083,593</b>	<b>\$ 605,396</b>	<b>9.35%</b>	<b>10.04%</b>

**REVENUES**

<b>Acct. No.</b>	<b>Description</b>	<b>2024-25</b>	<b>2024-25</b>	<b>2025-26</b>	<b>Net Budget</b>	<b>% Change</b>	<b>% Change</b>
		<b>Est. Rev.</b>	<b>Budget</b>	<b>Budget</b>	<b>Incr/(Decr)</b>	<b>2024-25</b>	<b>2024-25</b>
						<b>Budget</b>	<b>Est. Rev.</b>
43521	Lunch Payment-Child	-	-	-	-	NA	NA
43522	Lunch Payment-Adult	50,000	27,000	44,000	17,000	62.96%	-12.00%
43523	Income from Breakfast	-	-	-	-	NA	NA
43525	A la Carte Sales	215,000	239,667	249,025	9,358	3.90%	15.83%
<b>TOTAL EDUCATION CHARGES</b>		<b>\$ 265,000</b>	<b>\$ 266,667</b>	<b>\$ 293,025</b>	<b>\$ 26,358</b>	<b>9.88%</b>	<b>10.58%</b>

<b>Acct. No.</b>	<b>Description</b>	<b>2024-25</b>	<b>2024-25</b>	<b>2025-26</b>	<b>Net Budget</b>	<b>% Change</b>	<b>% Change</b>
		<b>Est. Rev.</b>	<b>Budget</b>	<b>Budget</b>	<b>Incr/(Decr)</b>	<b>2024-25</b>	<b>2024-25</b>
						<b>Budget</b>	<b>Est. Rev.</b>
44110	Interest Investments	142,000	138,000	175,000	37,000	26.81%	23.24%
44170	Miscellaneous Refund	95,000	77,542	106,807	29,265	37.74%	12.43%
<b>TOTAL OTHER LOCAL REVENUE</b>		<b>\$ 237,000</b>	<b>\$ 215,542</b>	<b>\$ 281,807</b>	<b>\$ 66,265</b>	<b>30.74%</b>	<b>18.91%</b>

<b>Acct. No.</b>	<b>Description</b>	<b>2024-25</b>	<b>2024-25</b>	<b>2025-26</b>	<b>Net Budget</b>	<b>% Change</b>	<b>% Change</b>
		<b>Est. Rev.</b>	<b>Budget</b>	<b>Budget</b>	<b>Incr/(Decr)</b>	<b>2024-25</b>	<b>2024-25</b>
						<b>Budget</b>	<b>Est. Rev.</b>
46520	Food Service - State Matching	45,148	40,000	45,148	5,148	12.87%	0.00%
<b>TOTAL STATE OF TENNESSEE</b>		<b>\$45,148</b>	<b>\$40,000</b>	<b>\$45,148</b>	<b>\$5,148</b>	<b>12.87%</b>	<b>0.00%</b>

**MURFREESBORO CITY SCHOOLS**  
**Nutrition Fund 143 Budget**  
**2025-2026**

Acct. No.	Description	2024-25	2024-25	2025-26	Net Budget	% Change	% Change
		Est. Rev.	Budget	Budget	Incr/(Decr)	2024-25 Budget	2024-25 Est. Rev.
47111	USDA - Lunch	3,200,000	2,996,120	3,585,592	589,472	19.67%	-100.00%
47112	USDA - Commodities	422,099	422,099	455,837	33,738	7.99%	7.99%
47113	USDA - Breakfast	1,450,000	1,642,908	1,704,557	61,649	3.75%	17.56%
47114	USDA - Other	78,000	78,645	180,477	101,832	129.48%	131.38%
47590	Federal through State	740,000	816,216	537,150	(279,066)	-34.19%	-27.41%
47804	COVID-19 P-EBT Gra	-	-	-	-	NA	NA
<b>TOTAL FEDERAL REVENUE</b>		<b>\$ 5,890,099</b>	<b>\$ 5,955,988</b>	<b>\$ 6,463,613</b>	<b>\$ 507,625</b>	<b>8.52%</b>	<b>9.74%</b>
<b>TOTAL REVENUE</b>		<b>\$ 6,437,247</b>	<b>\$ 6,478,197</b>	<b>\$ 7,083,593</b>	<b>\$ 605,396</b>	<b>9.35%</b>	<b>10.04%</b>
<b>FUND BALANCE - (INCR.)/DECR.</b>		<b>\$ 1,628,983</b>	<b>\$ 2,264,739</b>	<b>\$ 1,886,536</b>	<b>\$ (378,203)</b>	<b>-16.70%</b>	<b>15.81%</b>
<b>GRAND TOTAL REV. &amp; FUND BAL</b>		<b>\$ 8,066,230</b>	<b>\$ 8,742,936</b>	<b>\$ 8,970,129</b>	<b>\$ 227,193</b>	<b>2.60%</b>	<b>11.21%</b>

**MURFREESBORO CITY SCHOOLS**  
**Nutrition Fund 143 Budget**  
**2025-2026**

**143 73100 SCHOOL NUTRITION**

<b>EXPENDITURES</b>						<b>% Change</b>	<b>% Change</b>
<b>Description</b>	<b>2024-25</b>	<b>2024-25</b>	<b>2025-26</b>	<b>Net Budget</b>		<b>2024-25</b>	<b>2024-25</b>
	<b>Est. Exp.</b>	<b>Budget</b>	<b>Budget</b>	<b>Incr/(Decr)</b>		<b>Budget</b>	<b>Est. Exp.</b>
105 Nutrition Director	133,358	131,349	128,235	(3,114)		-2.37%	-3.84%
119 Accountant/Bookkeeper	23,500	28,978	21,859	(7,119)		-24.57%	-6.98%
165 Cafeteria Personnel	1,600,000	1,481,339	2,021,076	539,737		36.44%	26.32%
189 Other Salaries	250,000	387,186	495,627	108,441		28.01%	98.25%
201 Social Security	124,425	132,860	163,551	30,691		23.10%	31.45%
204 State Retirement	146,900	138,592	174,579	35,987		25.97%	18.84%
206 Life Insurance	2,700	2,615	2,500	(115)		-4.40%	-7.41%
207 Medical Insurance	300,800	268,190	325,202	57,012		21.26%	8.11%
208 Dental Insurance	8,135	8,800	8,500	(300)		-3.41%	4.49%
210 Unemployment	500	1,500	1,000	(500)		-33.33%	0.00%
212 Medicare	29,099	34,620	36,335	1,715		4.95%	24.86%
299 Other Fringe Benefits	7,050	10,500	-	(10,500)		-100.00%	-100.00%
307 Communications	4,000	4,200	4,500	300		7.14%	12.50%
320 Dues & Memberships	2,500	2,500	2,500	-		0.00%	0.00%
336 Maint & Repair Equipm	50,000	52,000	60,000	8,000		15.38%	20.00%
348 Postal Charges	105	100	200	100		100.00%	0.00%
355 Travel	12,000	7,500	14,000	6,500		86.67%	16.67%
399 Other Contract Servic	250,000	350,000	200,000	(150,000)		-42.86%	-20.00%
421 Food Prep Supplies (I	275,000	295,000	295,000	-		0.00%	7.27%
422 Food Supplies (Food)	3,500,000	3,900,950	3,500,480	(400,470)		-10.27%	0.01%
425 Gasoline	1,000	5,000	5,000	-		0.00%	400.00%
435 Office Supplies	7,000	7,500	7,500	-		0.00%	7.14%
451 Uniforms	15,000	15,000	15,000	-		0.00%	0.00%
469 USDA Commodities	422,009	422,009	455,837	33,828		8.02%	8.02%
499 Other Supplies & Mat	42,000	45,000	42,000	(3,000)		-6.67%	0.00%
504 Indirect Cost	-	-	75,000	75,000		NA	NA
524 In-Service/Staff Deve	45,148	45,148	55,148	10,000		22.15%	22.15%
599 Other Charges	4,000	4,500	4,500	-		0.00%	12.50%
710 Food Service Equipm	800,000	950,000	725,000	(225,000)		-23.68%	-9.38%
718 Motor Vehicles	-	-	120,000	120,000		NA	NA
719 Office Equipment	10,000	10,000	10,000	-		0.00%	0.00%
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,066,230</b>	<b>\$ 8,742,936</b>	<b>\$ 8,970,129</b>	<b>\$ 227,193</b>		<b>2.60%</b>	<b>11.21%</b>

**MURFREESBORO CITY SCHOOLS**  
**Nutrition Fund 143 Budget**  
**2025-2026**

143 99100

<b>OTHER USES - Transfers Out</b>					<b>% Change</b>	<b>% Change</b>
<b>Description</b>	<b>2024-25 Est. Exp.</b>	<b>2024-25 Budget</b>	<b>2025-26 Budget</b>	<b>Net Budget Incr/(Decr)</b>	<b>2024-25 Budget</b>	<b>2024-25 Est. Exp.</b>
599 Other Charges	-	-	90,000	90,000	NA	NA
<b>TOTAL TRANSFERS</b>	\$ -	\$ -	\$ 90,000	\$ 90,000	0.00%	-100.00%
<b>GRAND TOTAL EXPEND &amp; TRANSFE</b>	\$ 8,066,230	\$ 8,742,936	\$ 9,060,129	\$ 317,193	3.63%	12.32%