September 20, 2017

SHELBY COUNTY BOARD OF EDUCATION

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

Notice to Bidders

(Not an Order)

Please submit quotations on the item(s) listed below. The right is reserved to reject any or all bids. The right is reserved to reject any or all bids. If substitutions are offered, give full particulars. There will be a public opening of this bid no later than 29th of September @ 2:00 PM, CST 2017.

The Shelby County Board of Education reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any formalities and/or technicalities that are deemed to be in the best interest of the Shelby County Board of Education. Successful vendor shall be paid only when delivery is complete.

*For the appropriate purchases, all material data safety data sheets (MSDA) must accompany all shipments covered under Tennessee Hazardous Chemical Right to Know Law- Tennessee Public Chapter #417- House Bill #731.

<table>
<thead>
<tr>
<th>Bid for</th>
<th>Supplemental Registered Nurses &amp; Licensed Practical Nursing Staff</th>
</tr>
</thead>
</table>

The Shelby County Schools (“SCS”) invites the submission of Bids for the provision of the services described above (“Bids”) in accordance with the specifications enclosed herewith.

Bids MUST be received by SCS by the due date and time set forth above. Questions regarding submission of bids may be directed to SCS via telephone at (901) 416-5355

Toni Jones, Buyer

BID# 09292017

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

<table>
<thead>
<tr>
<th>INVOICES WILL BE PAID ACCORDING TO TERMS BID</th>
<th>TIME REQUIRED FOR DELIVERY _______________ DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF FIRM</td>
<td>TERMS</td>
</tr>
<tr>
<td>ADDRESS</td>
<td></td>
</tr>
<tr>
<td>CITY</td>
<td>STATE</td>
</tr>
</tbody>
</table>

___CHECK HERE IF YOU ARE A MINORITY VENDOR

___CHECK HERE IF YOUR COMPANY QUALIFIES AS A LOCAL VENDOR

PRINT AUTHORIZED REPRESENTATIVE NAME

PLEASE NOTE: Per the Local Vendor Preference Resolution adopted by the Shelby County Board of Education Commissioners on January 29, 2013, local vendors must have physical address located within the limits of Shelby County. A Post Office Box is not acceptable.

___CHECK HERE IF YOU ATTACHED A COPY OF A VALID SHELBY COUNTY BUSINESS LICENSE.

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

Registered “Professional” and Licensed Practical Nursing Services. Nursing Services will begin approximately November 1, 2017.

**Definition of Licensed Practical Nursing:**
The following definition is taken from the Tennessee Code Annotated/Title 63. Professions of the Healing Arts/Chapter 7 Nurses (T.C.A. 63-7-112) and will be used for this bid.

**Licensed Practical Nurse:** The “practice of practical nursing” means the performance for compensation of selected acts required in the nursing care of the ill, injured or inform and/or caring out medical orders prescribed by a licensed physician or dentist under the direction of a licensed physician, dentist or professional registered nurse. The licensed practical nurse shall have preparation in and understanding of nursing, but shall not be required to have the same degree of education and preparation as required of a registered nurse.

Any person who holds a license to practice practical nursing under this chapter shall, during the effective period of such license, be entitled to use the title “nurse”, “Licensed Practical Nurse” or the abbreviation “L.P.N.” No other person shall assume such titles or use such abbreviation or any other words, letters or signs to indicate that the person using the same is a licensed practical nurse.

**Definition of Registered “Professional” Nursing:**
The following definition is taken from the Tennessee Code Annotated/Title 63. Professions of the Healing Arts/Chapter 7 Nurses (T.C.A. 63-7-103) and will be used for this bid.

**Registered “Professional” Nurse:** The “practice of professional nursing” means the performance for compensation of any act requiring substantial specialized judgment and skill based on knowledge of the natural, behavioral and nursing sciences, and the humanities, as the basis for application of the nursing process in wellness and illness care.

Any person who holds a license to practice professional nursing under this chapter shall, during the effective period of such license, be entitled to use the title “nurse”, “Registered Nurse”, or the abbreviation “R.N.” No other person shall assume such titles or use such abbreviation or any other words, letters or signs to indicate that the person using the same is a professional.

I. **The Contractor shall provide any or all of the following services for Licensed Practical or Registered Nurses:**

A. Provide medical treatment customary for LPNs and RNs to students and/or staff in the event of an emergency
B. Provide locally qualified LPN and RN staff
C. Plan and implement treatment based on physicians’ orders
D. Follow IHP’s developed by RN based on physician’s orders
E. Consult with Health Services Lead staff
F. Maintain nursing (documentation) on every person to whom care is provided
G. Contact Health Services Lead staff for documentation requests of care
H. Document medication administration and/or healthcare procedures
I. Provide monthly reports to Health Services Lead Staff
J. Maintain all written records in secure/accessible location
II. **Conditions/Requirements:**

A. RNs must have pediatric ventilator care experience

B. RNs & LPNs will not be paid for days designated as non-school days and inclement weather days

C. RNs & LPNs will not be paid for sick days

D. RNs & LPNs must contact the Health Services Lead staff if sick or absent from work

E. RN’s & LPN’s must be able to travel from school to school with no mileage reimbursement

F. RNs & LPNs must have pediatric experience

G. RNs & LPNs must be certified, current training in First Aid and CPR/AED

H. RNs & LPNs must be flexible for assignment changes

I. RNs & LPNs must report changes in student health status to Health Services Lead staff

J. RNs & LPNs must be available for bus transportation for students with special needs to and from school and for field trips when necessary

K. RNs & LPNs must possess skills/knowledge for the following but not limited to: Tracheotomy care, J-Tube care, Nebulizer Treatments, Care Plans, G-Tube Feedings (Gravity and Pump), Dressing Changes, Reinforcements, Assessments, Suctioning, Catheterizations, Diabetic Monitoring, Insulin Pumps, Oxygen Administration, Oxygen Saturation Monitors, Medication Administration via mouth, G-Tube, Rectum, Injection, and Sublingual

L. RNs & LPNs must have a valid Tennessee Nursing License

M. Agency must submit invoices weekly for approval and processing. Invoices must be accompanied with copies of the nurses’ timesheets

N. RNs & LPNs timesheets must be authorized/signed by Health Services Lead staff or designee

O. RNs & LPNs must receive SCS background check, fingerprinting, and vendor badge prior to reporting to SCS worksite

P. Agency must agree to provide RN’s and LPN’s for Health Services and District Wide Health Promotions such as back to school registration, school events and Coordinated School Health initiatives

Q. Agency must agree to assist SCS staff during professional developmental sessions and continuing education opportunities throughout the school year according to the scheduled district learning days (DLD)

R. Agency must agree to assist in gathering health related data for schools in designated high priority zip-codes for the purposes of supporting students with special accommodations R/T asthma and/or breathing difficulties

S. Agency must agree to provide nurses as needed to perform health services and procedures according to physician’s orders and SCS guidelines for students as needed in the department of Early Childhood

T. Invoices should be sent to: Shelby County Schools
   Exceptional Children and Health Services
   ATTN: Celia Moore
   2930 Airways BLVD
   Memphis, TN 38116
III. **Qualifications:**

A. **Skilled Nursing Experience.** Applicant SHOULD have at least two (2) years of experience as a contract provider providing the type of skilled nursing services described in this BID.

B. **Pediatric Experience.** Applicant must have at least one (1) year of experience as a contract provider providing skilled nursing services to the pediatric population. Pediatric experience specifically in a school, community, clinical setting or home setting, to children aged three (3) to twenty-one (21) years who have disabilities requiring skilled nursing services.

IV. **General Terms:**

A. The District may award contract services to multiple providers.

B. The Contractor agrees to inform SCS of changes in staffing at the time of the change.

C. The Contractor agrees to accept assignments to schools made by the Board of Education. These assignments may be made on an **as needed basis**.

D. Contractor will perform services under the supervision of a Special Education or Health Services Coordinator.

E. The Contractor agrees that SCS has the right, at any time, to request removal of any employee whom SCS deems to be unsatisfactory for any reason. Upon such request, the Contractor shall use all reasonable efforts to promptly replace the employee with a substitute that has the appropriate skills and training.

F. The Contractor agrees to notify SCS of any claim or suit made or filed against the contractor resulting from or related to any employee’s performance of the services requested in the BID.

G. SCS will make available to the contractor adequate space, evaluation materials, treatment materials, and in-service training.

H. The Contractor and its employees will abide by all rules and regulations of Shelby County Schools as are applicable to his/her duties and responsibilities. The Contractor will obey and implement all rules and regulations concerning patient confidentiality in the same manner and to the same degree as required of the employees of Shelby County Schools and applicable law.

I. The Contractor shall provide all applicable federal and state licensing requirements.

J. Contractor must be capable of providing proof of auto liability insurance for any vehicle used in the implementation of this contract.

V. **Rate of Compensation:**

A. The Pricing Schedule in the BID has been determined by staff.

B. The contractor shall provide nurses as requested by SCS; should an LPN not be available and the RN is substituted by the contractor the rate of compensation should be billed at the LPN hourly rate.

C. SCS will only compensate nurses for time approved by Health Services.

D. SCS will not compensate nurses for time found to be falsified on time sheets.

E. This agreement may be terminated by either party by giving written notice within thirty (30) days before the effective date of such early termination.

VI. No person shall, on grounds of race, color, religion, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination in the performance of this agreement.
VII. Please submit a bid based on the information outlined in the BID, indicating clearly the area of expertise in Nursing Services

2.0 DURATION OF THE AGREEMENT. The term of the Agreement shall commence on the date that the Agreement is executed by all parties thereto. Thereafter, unless earlier terminated, the term of the Agreement shall continue for an initial term of three (3) years. The Agreement shall reserve for SCBE the unilateral option of extending the term of the Agreement for two (2) additional terms of one (1) year(s) each, provided that the maximum duration of the Agreement shall not exceed five (5) years. The Agreement shall also contain a provision granting to SCBE the right to terminate the Agreement, with or without cause, upon thirty (30) days’ notice. (Hereinafter, the period from the time of commencement of the term of the Agreement until the time of expiration of the term of the Agreement shall be referred to as the “Agreement Term”).

3.0 INSTRUCTIONS TO BID.

- Bid will be posted September 20th through September 29, 2017. Each bidder must complete and return the following items in a sealed bid envelope no later than 2:00 p.m. C.S.T. on September 29, 2017.

- Bid must be sealed and marked “BID for Supplemental Registered Nurses & Licensed Practical Nursing Staff” with the Firm’s name clearly stated on the envelope/package in which the bid is contained.

- Shelby County Board of Education encourages all bidders to submit a fully executed completed Bid Packet to the following address:

  ATTN: TONI JONES  
  DEPARTMENT OF PROCUREMENT SERVICES  
  SHELBY COUNTY BOARD OF EDUCATION  
  160 SOUTH HOLLYWOOD STREET, ROOM 126  
  MEMPHIS, TENNESSEE 38112

4.0 QUESTIONS REGARDING THIS BID. Questions or requests for clarification of technical issues and terms pertaining to this BID please contact Toni Jones, Buyer at 901-416-5355.
**AWARD OF CONTRACT**

*The billing rates will stand for this Bid contract. All interested bidders must meet the following SCS pricing guide to be considered for this bid.*

<table>
<thead>
<tr>
<th>Nurse Classification</th>
<th>Rate Per Hour</th>
<th>Overtime/Per Hour (if required)</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Licensed Practical Nurse</td>
<td>$31.00</td>
<td>$46.50</td>
<td></td>
</tr>
<tr>
<td>2 Registered Nurse</td>
<td>$42.50</td>
<td>$63.75</td>
<td></td>
</tr>
</tbody>
</table>

*Licensed Practical Nurse  $31.00/per hour X ~ 8.0 hours for up to 180 days (based on need for nursing procedures)*

*Registered Nurse $42.50/per hour X ~ 8.0 hours for up to 180 days (based on need for nursing procedures)*

*Approved overtime is constituted/calculated as work hours greater than 40 hours occurring during the Monday-Saturday, during the current designated workweek.*
SECOND TIER PURCHASING

Shelby County Board of Education utilizes a race neutral program for all purchases and contracts. In order to set benchmarks for all MWBE and Local Business Enterprises, we ask that our vendors review and actively participate per Policy 2010 and 2011 in this BID.

In order to track the purchases and contracts issued to MWBE’s (Minority Women Business Enterprises), we ask our vendors to indicate their level of second tier purchasing commitment. Second tier purchasing is defined below:

- Second-tier purchasing is the process through which a first-tier (or prime) supplier utilizes a minority supplier either directly or indirectly.

Please indicate below the level of participation, in both dollars and percentage that would define the level of minority business enterprise participation for this project.

Second Tier Commodity ___________________________________________________________
(Example: Office supply vendors may purchase subsets from minority owned companies. Manufacturers may purchase a certain percentage from minority suppliers. This line asks for the commodity.)

M/WBE category for second tier supplier – (PLEASE CHECK ONE):
- Hispanic
- Black
- Asian American
- Native American Indian
- Woman Owned

Dollars expended for this commodity, this project $__________________________

Percentage of this project ________________________ %

Name of Business (Please Print)

__________________________

Print Authorized Representative Name

__________________________

Signature of Authorization Representative

__________________________

Date
1. By signing and submitting this proposal, the prospective primary and/or lower tier participant (“participant”) is providing the certification set out below. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction, however failure of the prospective participant to furnish a certification or explanation shall disqualify such person from participation in this transaction. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including termination for cause or default, suspension and/or debarment.

3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all covered transactions and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including termination of this transaction for cause or default, suspension and/or debarment.
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary and/or Lower Tier Covered Transactions

(1) The prospective participant certifies to the best of its knowledge, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective participant and its principals have not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) The prospective participant and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses in Paragraph 2 of this certification.

(4) The prospective participant and its principals have not, within a three (3) year period preceding this application/proposal, had one (1) or more public transactions (Federal, State or local) terminated for cause or default.

(5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Agency: ____________________________________________________________________

Signature: __________________________________________________________________

Date: ____________________________________________________________________
PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presents, that I/we, (_____________________________), Name(s)
(_________________), (_____________________________), Title(s) Name of Participant
(hereinafter “Company”), in consideration of the privilege to submit Proposals on contracts
funded, in whole or in part, by the Board of Education of the Shelby County Board of Education,
hereby consents, covenants and agrees as follows:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise
discriminated against on the basis of race, color, national origin or gender in connection with any
Proposal submitted to Shelby County Board of Education or the performance of any contract
resulting from;

(2) That it is and shall be the policy of this Company to provide equal opportunity to all
business persons seeking to contract or otherwise interested in contracting with this Company,
including various local small business enterprises;

(3) In connection herewith, I/We acknowledge and warrant that this Company has been
made aware of, understands and agrees to make voluntary good faith efforts to solicit LSBEs to do
business with this Company;

(4) That the promise of non-discrimination as made and set forth herein shall be
continuing in nature and shall remain in full force and effect without interruption;

(5) That the promises of non-discrimination as made and set forth herein shall be and are
hereby deemed to be made a part of, and incorporated by reference into, any contract or portion
thereof which this Company may hereafter obtain; and

(6) That the failure of this Company to satisfactorily discharge any of the promises of
non-discrimination as made and set forth herein shall constitute a material breach of contract
entitling the Board to declare the contract in default and to exercise any and all applicable rights
and remedies, including but not limited to, cancellation of the contract, termination of the contract,
suspension and debarment from future contracting opportunities, and withholding and/or forfeiture
of compensation due and owing on a contract.

(Authorized Company Representative Signature) Date