

SHELBY COUNTY BOARD OF EDUCATION

PROCUREMENT SERVICES

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

(This proposal will not be accepted electronically or by facsimile. All proposals must be mailed or delivered to the above address.)

REQUEST FOR QUALIFICATIONS

(NOT AN ORDER)

Please submit response for the request listed below. The right is reserved to reject any or all responses. If substitutions are offered, give full particulars. The Qualifications must be submitted no later than December 21, 2022 @ 12:00 PM, CST

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 minor informalities and/or technicalities that are deemed to be in the best interest of the Shelby County Board of Education. Successful Respondents 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.

REQUEST FOR QUALIFICATIONS

Executive Search Consultant Services

The Shelby County Board of Education ("SCBE") is soliciting statements of qualifications from service providers for Executive Search Consultant Services for Shelby County Board of Education.

Responses MUST be received by Memphis-Shelby County Schools ("MSCS" or "District") by the due date and time set forth above.

Questions or requests for clarification of technical issues and terms pertaining to this RFQ must be submitted in writing via e-mail to morrisk3@scsk12.org and received by SCBE no later than 4:00 PM CST on December 8, 2022.

ISSUED BY: Kevin Morris Jr.

RFQ# 12212022KM

Responses are submitted with a declaration that no Shelby County Board of Education Member or employee has a financial or beneficial interest in this transaction

NAME OF FIRM

PHONE

FAX#

ADDRESS

CITY

STATE

ZIP CODE

E-MAIL ADDRESS

AUTHORIZES REPRESENTATIVE NAME

CHECK HERE IF YOUR COMPANY QUALIFIES AS A LOCAL VENDOR

PLEASE NOTE: Per the Memphis-Shelby County Schools Local Preference Purchasing Board Policy 2011, local preference purchasing means giving preference to businesses located within Shelby County, Tennessee where local vendors must have a physical address located within the limits of Shelby County for at least six (6) months prior to the bid or proposal opening date. A Post Office Box is not acceptable.

"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."

TABLE OF CONTENTS

PART I: SCOPE OF WORK	3
1.0 INTRODUCTION.....	3
2.0 BACKGROUND.....	3
3.0 SCOPE OF SERVICES.....	3
4.0 NON-EXCLUSIVE.....	3
5.0 NOTICE OF INTENT TO AWARD.....	3
PART II: GENERAL TERMS AND CONDITIONS	4
1.0 STATEMENT OF CONFIDENTIALITY	4
2.0 TERM OF AGREEMENT	4
3.0 PRE-STATEMENT OF QUALIFICATIONS MEETING (N/A).....	4
4.0 QUESTIONS AND INQUIRIES	4
5.0 POINT OF CONTACT	4
6.0 SUBMISSION DEADLINE.....	5
7.0 CONTRACT FACILITATOR/SCBE SUPERVISION	5
8.0 CONTRACT TYPE	5
9.0 PAYMENT TERMS	5
10.0 RFQ REVISIONS	5
11.0 RFQ RESPONSE OPENING	5
12.0 DURATION OF OFFER	6
13.0 INSURANCE	6
14.0 LIQUIDATED DAMAGES.....	6
15.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE	6
16.0 COMPLIANCE WITH LAWS.....	6
17.0 LEGAL COMPLIANCE.....	7
18.0 EPA COMPLIANCE.....	7
19.0 BONDING	7
20.0 TERMS AND CONDITIONS	7
21.0 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321).....	7
PART III: STATEMENT OF QUALIFICATIONS FORMAT	9
1.0 GENERAL FORMAT SUBMISSION.....	9
2.0 STATEMENT OF QUALIFICATIONS FORMAT.....	9
PART IV: EVALUATION AND SELECTION PROCEDURE	12
1.0 EVALUATION COMMITTEE	12
2.0 EVALUATION CRITERIA.....	12
PART V: SCOPE OF SERVICES (DETAILS)	14
PART VI: APPENDICES	17
APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFQ	18
APPENDIX B - ADDENDUM ACKNOWLEDGEMENT.....	26
APPENDIX C – REFERENCES.....	27
APPENDIX D - DEBARMENT AFFIDAVIT	28
APPENDIX E - ANTI-BRIBERY AFFIDAVIT	29
APPENDIX F - LOCAL PREFERENCE PURCHASING.....	30

PART I: SCOPE OF WORK

1.0 INTRODUCTION

SCBE is soliciting "Request for Qualifications" (RFQ) for **Executive Search Consultant Services**. Specifications are contained in the RFQ. Responses submitted must meet or exceed all requirements. Statements of qualifications that do not meet submission requirements may be considered non-responsive.

2.0 BACKGROUND

Memphis-Shelby County Schools (MSCS) is Tennessee's largest public school district and is among the 25 largest public-school districts in the United States. Formerly comprised of two smaller districts, Memphis City Schools and Shelby County Schools, MSCS serves approximately 110,000 students in 207 schools. We employ more than 6,200 teachers and 6,000 support personnel to serve our unique student population, while, offering programming and services to fit the needs of all our students. Through our strategic plan - Destination 2025 – we are committed to working toward three goals: 80 percent of students are college or career ready, 90 percent of seniors graduate on time and 100 percent of graduates will enter college or a career. To reach these goals, MSCS has placed a strong emphasis on early literacy, improvement of post-secondary readiness, developing strong teachers, leaders and support staff, expanding availability of high quality school options and working closely with families and community partners. MSCS partners with almost 4,000 volunteers and 700 school adopters and community partners to increase student achievement and empower our community to strive.

3.0 SCOPE OF SERVICES

The purpose of this Request for Qualifications ("RFQ") is to solicit statements of qualifications from service providers for **Executive Search Consultant Services** for Memphis-Shelby County Schools. **Please see Part V. Scope of Services (Details).**

4.0 NON-EXCLUSIVE

This contract is for the convenience of SCBE and is considered to be a "Non-Exclusive" use contract. SCBE does not guarantee any usage. SCBE will not be held to purchase any particular brand, in any groups, prices or discount ranges, and services, but reserves the right to purchase any item(s) and/or services listed in the response submitted.

5.0 NOTICE OF INTENT TO AWARD

A Notice of Intent to Award is written notification letter that a vendor has been selected for a contract award. Notice of Intent to Award is sent to the vendor, but this letter is not a guarantee of award. The Board of Education reserves the right to reject or accept the recommendation submitted. If the Board accepts and approves the recommendation, a contractual arrangement will be established with the successful Vendor. If the Board rejects the recommendation, the Notice of Intent to Award will be effectively rescinded.

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected Firm/Consultant agrees not to disclose or knowingly use any confidential or proprietary information of SCBE and/or third-party participant.

Response submissions are subject to the Tennessee Open Records Act ([Tenn. Code Ann. §10-7-503 et seq.](#)). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should you deem any portion of your proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

2.0 TERM OF AGREEMENT

The anticipated term of this contract is for **one (1) year**.

3.0 PRE-STATEMENT OF QUALIFICATIONS MEETING - N/A

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Vendor orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN December 8, 2022 @ 4:00 P.M., CST**. Questions that are deemed to be substantive in nature will be posted on SCBE website www.scsk12.org/procurement/bids. Please do not submit questions in PDF format.

RFQ Schedule	
RFQ Post	December 1, 2022
Questions Due	December 8, 2022, by 4:00pm CST
Q&A Post on MSCS Website	December 13, 2022, by COB
Response to RFQ Due	December 21, 2022 @ 12:00pm CST

5.0 POINT OF CONTACT

Kevin Morris Jr., Operations Sourcing Manager
Procurement Services
E-mail: morrisk3@scsk12.org

6.0 SUBMISSION DEADLINE

In order to be eligible for consideration, statement of qualifications must be received in Procurement Services no later than **12:00 p.m. CST, December 21, 2022 at 160 S. Hollywood St., Room 126, Memphis TN, 38112**. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal to Procurement Services. Responses received after the submission deadline, no matter what the reason, will be returned unopened. Delivery to SCBE's mailroom, lobby, etc. shall not constitute delivery to the **Procurement Services Office, which is located at 160 S. Hollywood Street, Room 126, Memphis, TN 38112**.

7.0 CONTRACT FACILITATOR/SCBE SUPERVISION

The Firm/Consultant's performance will be under the technical direction of the Shelby County Board of Education and Office of the General Counsel who will be responsible for ensuring Firm/Consultant's compliance with the requirements of this contract to include managing the daily activities of the contract, providing technical guidance to the contract, and overall project scheduling and coordination. The Firm/Consultant shall be accountable to the end users on all matters relating to the scope of work.

8.0 CONTRACT TYPE

The contract resulting from this solicitation will be a fixed price contract.

9.0 PAYMENT TERMS

The Firm/Consultant shall submit an invoice detailing the services provided. Payment shall be in accordance with contract price on the Purchase Order and made within 30 days after the date on the invoice.

SCBE reserves the right to reduce or withhold contract payment in the event the Firm/Consultant does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Firm/Consultant otherwise materially breaches the terms and conditions of the contract.

10.0 RFQ REVISIONS

Should it become necessary to revise any part of this RFQ, addenda will be posted on SCBE's Procurement Services website @ <http://www.scsk12.org/procurement/bids>. All addenda, amendments or changes issued shall be deemed received by Firm/Consultant provided they are posted to SCBE Procurement Services website. Failure of any Firm/Consultant to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Firm/Consultant from any obligations under this RFQ as amended by all addenda. All addenda so issued shall become part of the award.

11.0 RFQ RESPONSE OPENING

RFQ responses are not opened publicly, but in the presence of at least two Procurement Services' employees. Once the submitted responses are opened, the Procurement Services employee will prepare a document that summarizes the responses received.

12.0 DURATION OF OFFER

A response to this solicitation is binding upon the Firm/Consultant and is considered irrevocable for a minimum of **240 days** following the closing date for receipt of initial submittal response or the closing date for receipt of a best and final offer, if applicable.

13.0 INSURANCE – N/A

14.0 LIQUIDATED DAMAGES

In the event the Award Bidder(s) fails to deliver the goods or services of the contract in accordance with the specifications, SCBE reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of SCBE. All additional expenses incurred by SCBE as a result of such purchases will be deducted from the moneys owed or moneys which may become due.

15.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

In accordance with TN Code Ann. 49-5-413, unless explicitly excluded by statute; and pursuant to Memphis-Shelby County Schools' requirements, Vendors (persons, corporations or other entities) whose employee(s), subcontractor(s), or representative(s) will come in contact or close proximity to MSCS students during the course of business, must require their employee(s), subcontractor(s), or representative(s) to supply a fingerprint sample, submit to a criminal history records check to be conducted by the Memphis-Shelby County Schools, Tennessee Bureau of Investigation, and the Federal Bureau of Investigation, and obtain Memphis-Shelby County School's identification badge prior to permitting the person to have contact with the children or entering school grounds.

The cost of fingerprinting, conducting the criminal records check, and obtaining a Memphis-Shelby County School's identification badge will be the sole responsibility of the Vendor for each of the Vendor's employee(s), subcontractor(s), or representative(s). The Memphis-Shelby County School's identification badge shall be worn at all times by each of the Vendor's employee(s), subcontractor(s), or representative(s) at shirt pocket height while on Memphis-Shelby County Schools' property. For more information regarding of fingerprinting, conducting the criminal records check, and obtaining a Memphis-Shelby County School's identification badge, please contact 901-416-4720.

MSCS further reserves the right to audit the criminal history background records of any Vendor employee(s), subcontractor(s) or representative(s) having contact with MSCS students. Audits may be conducted on a quarterly basis with 48 hours' prior notice. It is the Vendors responsibility to ensure records are current and made available upon request to MSCS. Failure to provide MSCS access to current criminal history checks upon request could lead to Vendor debarment.

16.0 COMPLIANCE WITH LAWS

Firm/Consultants shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under its Contract with MSCS, if awarded. Firm/Consultants violation of any of these laws, statutes, ordinances, rules or regulations could constitute a breach of its Contract and entitle SCBE to terminate the Contract immediately, consistent with terms of the agreement.

17.0 LEGAL COMPLIANCE

- A. Firm/Consultant shall comply in all respect with federal, state and local regulations, including laws regarding eligibility to work in the United States. Any disputes, legal cases or other controversies shall be pursued in Tennessee Courts consistent with and subject to Tennessee state law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of a contract shall comply with the applicable U.S. and Tennessee Occupational Safety and Health Act Standards.
- B. Specifically, Firm/Consultant shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of Firm/Consultant and Firm/Consultant's sub-Consultants are screened through the Federal Government's E-Verify system, found at www.dhs.gov/E-Verify . This is a "no fee" service.

18.0 EPA COMPLIANCE – N/A

19.0 BONDING – N/A

20.0 TERMS AND CONDITIONS

Any contract entered into in connection with this solicitation shall incorporate these General Terms and Conditions except as otherwise modified herein.

It shall be the Firm/Consultant's sole responsibility to insure they are compliant with all applicable federal and state laws, rules, ordinances, statutes, etc., that may impact this contract. SCBE shall bear no responsibility for monitoring the Firm/Consultant's compliance with said legal requirements. If the Firm/Consultant fails to maintain legal compliance, SCBE may find said Firm/Consultant in default.

In the event of conflict between the General Terms and Conditions and any part or portion of the Special Conditions (Appendix A), these General Conditions shall take precedence.

21. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)** **(Informational purposes only)**

The Shelby County Board of Education (hereafter referred to as the "Board") recognizes that minority, women, and small business owners frequently face unique problems that are not encountered by majority-owned businesses. Therefore, it is the policy of the Board to take necessary affirmative steps, in accordance with 2 CFR 200.321, to assure that equal opportunities are provided for MWBEs to participate in the performance of District contracts financed in whole or in part with federal funds.

2 CFR § 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND
AUDIT REQUIREMENTS FOR FEDERAL AWARDS

200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Certified MWSBE Vendor Directory

To access Shelby County Schools list of certified MWBE vendors, please use the link below.

<http://www.scsk12.org/mwbe/index>

Go to the "Certified Vendor Directory" tab and follow the instructions to download the entire list of certified MWSBE firms.

PART III: STATEMENT OF QUALIFICATIONS FORMAT

1.0 GENERAL FORMAT – SUBMISSION

A. Vendors shall submit the following, so labeled:

Statement of Qualifications must include **One (1) original (labeled), four (4) copies, and 1 (one) USB** in a sealed envelope clearly labeled. **An electronic version of the response must also be submitted with the original.** Electronic media must be a USB and shall bear a label on the outside containing the RFQ number and name as well as the name of the Vendor.

B. The envelope and the outside of each package shall, in addition, be labeled with the following:

1. The Vendor's name and business address.
2. The due date/time for receipt of state of qualifications/proposal.
3. The title of the RFQ number.

2.0 STATEMENT OF QUALIFICATIONS FORMAT

The statement of qualifications must include a table of contents and all pages in the response must be numbered, consecutively from beginning to end and separated by tabs as described below:

TAB A. TRANSMITTAL LETTER

Technical proposals are to be accompanied by a brief transmittal letter prepared on the Vendor's letterhead and signed by an individual who is authorized to commit the Vendor to the services and requirements in the RFQ and vendor response. This transmittal letter shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Vendor to the contract, who will receive all official notices concerning this RFQ.
2. The Vendor's Federal Tax Identification Number or Social Security Number.
3. A brief statement of the Vendor's understanding of the work to be done, the commitment to perform the work within the time period, and a statement of why the firm believes it is best qualified to perform the engagement.
4. A statement that the statement of qualifications is a firm and irrevocable offer for a period of two-hundred forty (240) days.
5. Acknowledgement of all Addenda to this RFQ.

TAB B. TABLE OF CONTENTS

TAB C. EXPERIENCE AND CAPABILITIES

Vendor shall provide information on past and current experience with rendering services similar in size and scope to those in this RFQ. This description shall include:

1. Summary of the services offered including the number of years the Vendor provided these services; the number of clients and geographic locations the Vendor currently serves, etc. and has served; and if a past customer, why the Vendor is no longer providing services.
2. Organizational chart of the Vendor showing the major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization; and what resources will be available to support this contract in primary, secondary and back-up roles.
3. Name all key personnel who will perform work under this contract and include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.
4. At least **three (3)** recent references from its customers who are capable of documenting the following: a) the Vendor's ability to manage similar contracts, b) the quality and breadth of services provided by the Vendor under similar contracts (See Appendix C). If Memphis-Shelby County Schools is a client or has been a client of the Respondent for the services outlined in the RFQ, MSCS reserves the right to be a reference, if not listed.

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Vendor shall include in its response, completed audited financial statements including the auditor's notes, for its **last three years**. If the Vendor has not had its financial statements audited by an independent accounting firm, the Vendor must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
 - a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Vendor shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with SCBE.

TAB E. TECHNICAL RESPONSE TO RFQ SCOPE OF SERVICES

The Vendor shall address each major requirement of the RFQ (separated by tabs if substantial).

TAB F. FORMS

1. Special Terms & Conditions for RFQ'S (Appendix A)
2. Addenda Acknowledgement Form (Appendix B)
3. References (Appendix C)
4. Completed Debarment Affidavit (Notarized) (Appendix D)
5. Completed Anti-Bribery Affidavit (Notarized) (Appendix E)
6. Local Preference Program (Appendix F)

TAB G. ELECTRONIC MEDIA (INCLUDE WITH SUBMISSION)

Failure to provide any of the requested information or documents in this solicitation may render the proposal non-responsive.

PART IV: EVALUATION AND SELECTION PROCEDURE

1.0 EVALUATION COMMITTEE

- A. The committee will evaluate each proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via in-person, teleconference, or may take the form of questions to be answered by the Vendors and conducted by mail, E-mail, or facsimile transmission at the discretion of SCBE. During the evaluation process, the committee may request technical assistance from any source.
- C. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of SCBE.
- D. If applicable, SCBE Policy 2011 Local Preference Purchasing will be applied accordingly. Please see Appendix F for policy details.
- E. Vendors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. If an oral presentation is requested, the oral presentation is a part of the evaluation.
- F. The Committee will recommend the vendor whose overall proposal provides the most advantageous offer to SCBE considering all RFQ requirements, based on evaluation factors set forth in this RFQ.

2.0 EVALUATION CRITERIA

The evaluation committee will evaluate the responses using the following criteria, but not limited to, as indicated below. The committee shall determine which response has the basic requirements of the RFQ and shall have the authority to determine whether any deviation from the requirements of the RFQ is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

- A. Approach to satisfying requirements
- B. Firm/Consultant's experience and capabilities/references
- C. Fiscal Integrity/Financial Stability

Evaluation Criteria	Major
	Weights
Experience/Qualifications	55%
RFQ Requirements	30%
References	10%
Financial Stability	5%
Total	100%

PART V: SCOPE OF SERVICES (DETAILS)

Request For Qualification Executive Search Consultant Services

1.0 THE SERVICES.

- 1.1 The Services. MSCS hereby solicits submissions of qualifications, on a competitive basis, from qualified Respondents to provide MSCS the services described herein, all in accordance with the terms and conditions detailed herein. In particular, the services sought by MSCS will require the Respondent to provide.

If a firm does not have such experience, the proposal may be deemed non-responsive and may be eliminated from further consideration.

SCOPE OF SERVICES

The responsibilities of the selected firm will include the following:

- Assist the Search Committee in conducting a search that generates a diversified pool of highly qualified candidates
- Assist the Search Committee in determining compensation package
- Identify and solicit applications from superior candidates nationwide
- Maintain communication with candidates and respond to certain candidate inquiries and information requests
- Screen the initial applicant pool and provide a summary on every applicant, using criteria established by the Search Committee
- Provide background checks to include A) 10 years of employment history with references; and B) criminal and civil records search to include any pending litigations in either a court of law or public forum of any type
- Provide advice and assistance to the Search Committee in the overall conduct of the search, including the interview process
- Assist the Search Committee staff in coordinating candidate interviews and making necessary arrangements for candidate travel and accommodations
- Perform other related services in the conduct of the search
- Conduct a robust, national, and tailored executive search that results in a diverse pool of highly qualified and vetted candidates
- Develop a search strategy and timetable
- Engage community and District stakeholders as determined by the Board
- Evaluate and rank the qualified applicants in accordance with criteria developed in conjunction with the Board

- Arrange and manage initial candidate interviews with the Board and, subsequently, additional rounds as necessary (and as dictated by the Board of Education-specific due diligence process the firm helps to design)
- Must complete the project and notify unsuccessful candidates appropriately
- Prepare reports and recommendations to the Board, as requested at intervals established by the Board

Proposal Requirements:

- Provide a detailed description of the process. The selected search firm will work in collaboration with a District liaison. Some services may be provided by or in collaboration with the District liaison. Also, the selected search firm must provide an itemized cost format during the negotiation process.
- Describe the services your firm utilizes to assist clients in identifying qualified candidates.
- Describe the methodology used by the firm for the search process and the role of the search firm at each step in the process.
- Describe detailed activities that are to occur, a timeline, significant milestones and anticipated deliverables.
- The firm's pricing proposal shall be a firm fixed price which shall include a schedule of the required services and the amount or rate of compensation desired for the services that must also include an alternate a la carte pricing schedule.
- Please provide detail regarding your search guarantee (i.e. candidate selected leaves the position prior to contracted timeframe) and level of support provided in the event an acceptable candidate is not identified under the search.
- Provide any additional information and comments your firm deems necessary to clearly communicate your firm's qualifications and the process you would use to recruit a Superintendent of Schools for the Board.

Experience/Qualifications:

- Provide background information about your firm. A brief history and description of your firm including your relevant experience in providing the aforementioned services in which you are currently or in the past five (5) years have been involved. Specifically address how the firm meets the qualifications specified above.
- Describe searches conducted for school districts and/or other industry sectors; include the average length of time the candidates remained on the jobs.
- Provide qualifications and experience relevant to the scope of work including specific experience recruiting and placing superintendents in similarly sized school districts, including the experience of the team assigned to the MSCS search.

References

- Provide resumes of key members of the project team, specifically the team leader assigned to facilitate this proposal.
- Provide the names, addresses, phone numbers, and email addresses of three past or current clients who may be contacted to attest to your ability to perform the requested services.

PART VI: APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFQ

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions. It shall be the Firm/Consultant's sole responsibility to insure they are compliant with all applicable federal and state laws, rules, ordinances, statutes, etc., that may impact a contract with SCBE. SCBE shall bear no responsibility for monitoring the Firm/Consultant's compliance with said legal requirements.

1. REQUEST FOR QUALIFICATIONS (RFQ)

- a. DIRECTIONS: SCBE invites all interested and qualified Firm/Consultants to submit a response to this RFQ in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b. DEFINITIONS: For the purpose and clarity of this document only, "SCBE" will mean The Memphis-Shelby County Schools. Also, for the purpose and clarity of this document, "Firm/Consultant" will mean any reliable and interested broker, Firm/Consultant, supplier, Firm/Consultant, and/or manufacturer that want to respond to this RFQ.

2. GENERAL REQUIREMENTS

- a. TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public and charter schools, offices, or to any designated warehouse or warehouses in Memphis-Shelby County.
- b. MINIMUM REQUIREMENTS: Whenever mention is made of any article, material or service, comporting with laws, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Firm/Consultant shall call said conflict to the attention of SCBE Director of Procurement Services for a decision before proceeding with any work.
- c. USE OF BRAND NAMES: Brand names and model numbers are offered as a reference for Firm/Consultants as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of SCBE.
- d. PRODUCT OFFERED BY THE FIRM/CONSULTANT: The product or services offered by the Firm/Consultant shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Firm/Consultant shall offer to SCBE a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- e. DEVIATIONS TO SPECIFICATIONS: Any deviation from the specifications must be noted in detail by the Firm/Consultant, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Firm/Consultant strictly accountable to SCBE to the specification as written. Any deviation by the Awarded Firm/Consultant from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

3. CONFLICT OF INTEREST

- i. In accordance with policy 1013 Superintendent Code of Ethics SCBE has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all SCBE Ethics Policies that may apply to them individually or as a business entity.
- ii. All bidders should review carefully the conflict of interest policies. Specific attention should be accorded to SCBE Ethics Policies (SCBE Policy 4002) prohibiting SCBE employees from benefiting from business with the school system.
- iii. All bidders are placed on notice that all questions/interpretations concerning SCBE Ethics Policies may be submitted to the Ethics Review Panel in accordance with SCBE Policy 4002.

4. PRICES (If Requested)

- a. PRICE REDUCTIONS: SCBE reserves the right to accept price reductions from the Awarded Firm/Consultant during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- b. TAXES: Tax Exemption. SCBE is a tax-exempt entity and, as such, is exempt from the payment of taxes, including but not limited to sales and use taxes, federal excise taxes and federal high use taxes.

5. GUARANTEE AND WARRANTIES

- a. Awarded Firm/Consultant, its employees, agents, volunteers, and Firm/Consultants who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Tennessee Code. All costs thereof shall be borne by the Firm/Consultant.
- b. GUARANTEE PERIOD: The Firm/Consultant shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFQ.

6. PROPOSAL SUBMISSION

- a. KNOWLEDGE OF TERMS AND CONDITIONS: Firm/Consultants or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Firm/Consultant's own risk and Firm/Consultant cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Firm/Consultants.
- b. PARTNERSHIPS: Proposals by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- c. CORPORATIONS: Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation

shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.

- d. **CERTIFICATES AND AFFIDAVITS:** All Firm/Consultants shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFQ. Such documents are required by local, state, or federal funding agencies of SCBE as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, and when applicable, Asbestos Free Certification.
- e. **PROPOSAL PREPARATION FEES:** SCBE will not be responsible for any costs incurred by a Firm/Consultant in preparing and submitting a proposal response.
- f. **RECOMMENDATION OF AWARD:** Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.

9. RESOLUTION FOR PROTEST AND DISPUTES

The Procurement Director shall attempt to resolve informally all protests of award recommendations. Vendors are encouraged to present their concerns promptly to the buyer for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.

A. RIGHT TO PROTEST

Prior to the commencement of an action in court concerning the controversy, any actual vendor who claims to be aggrieved in connection with a solicitation, the solicitation process, or a pending award of a contract may protest to the Buyer. Procurement Director shall attempt to resolve informally all protest of award recommendations. Protest shall be submitted in writing within seven (7) days after such claimant knows or should know of the facts giving rise to the protest

1. An aggrieved respondent of standing or Vendor may protest to the Buyer a proposed award of a contract for supplies, equipment, services, or maintenance. A respondent of standing is a respondent who would be directly next in line for an award should the protest be supported.
 - a. The protest shall be in writing addressed to the Buyer with a copy to the Procurement Director and shall include the following:
 - The name address and telephone number(s) of the protester.
 - Identification of the solicitation
 - Statement of reasons for the protest
 - Supporting documentation to substantiate the claim
 - The remedy sought
2. The protest must be filed with the Procurement Office within seven (7) calendar days of the recommendation of award or notification to the respondent or Vendor that their bid or proposal will be rejected.
3. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.

4. The Procurement Director shall inform the Chief Financial Officer (CFO) upon receipt of the protest.
5. The Procurement Director shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

B. BOND REQUIREMENTS

1. Neither a protest nor a stay of award shall proceed under this section unless the protesting party posts a protest bond. For an RFQ, the protesting party shall post with the Procurement Director, at the time of filing a notice of protest, a bond payable to the Shelby County Board of Education in the amount of five percent (5%) of the estimated maximum liability provided in the procurement document. The protest bond shall be in form and substance acceptable to the Shelby County Board of Education and shall be immediately payable to the Shelby County Board of Education conditioned upon a decision by the protest committee that:
 - a. A request for consideration, protest, pleading, motion, or other document is signed, before or after appeal to the Chief Financial Officer, in violation of subsection (b);
 - b. The protest has been brought or pursued in bad faith; or
 - c. The protest does not state on its face a valid basis for protest.
2. The bond shall be payable to the Shelby County Board of Education for any other reason approved by the Procurement Office. The Board of Education shall hold the protest bond for at least eleven (11) calendar days after the date of the final determination by the Procurement Director. If the protesting party appeals the Procurement Director's determination to the protest committee, the Procurement Director shall hold the protest bond until instructed by the General Counsel Office to either keep the bond or return it to the protesting party.
3. At the time of filing notice of a protest of a procurement in which the lowest bid or lowest evaluated cost proposal is less than one million dollars (\$1,000,000), a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business protesting party may submit a written petition for exemption from the protest bond requirement of subsection (c). The petition shall include clear evidence of a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business status. On the day of receipt, the petition shall be given to the chief procurement officer. The chief procurement officer has seven (7) calendar days in which to make a determination. If an exemption from the protest bond requirement is granted, the protest shall proceed as though the bond were posted. Should the chief procurement officer deny an exemption from the requirement, the protesting party shall post the protest bond with the chief procurement officer as required in subsection (c) within five (5) calendar days of the determination.

C. APPEAL OF CONTRACT AWARD DECISION

1. The Procurement Director shall issue a decision in writing. Any decision of an award protest may be appealed to the CFO within seven (7) days of issuance of the decision by the Procurement Director.
2. Any decision of an award protest may be appealed to the Superintendent within seven (7) days of issuance of the decision by the Chief Financial Officer.
3. The Superintendent will evaluate the issues involved and render a decision. The decision of the Superintendent is final.

10. CONTRACT TERM

The Firm/Consultant shall refer to the General Terms and Conditions attached to the RFQ for details regarding the Term of Contract for this solicitation.

11. COMMENCEMENT OF SERVICES

SCBE shall have no obligation to pay for services performed before SCBE approves the contract or after it ends. SCBE shall have no obligation to pay for services in excess of the monetary amount of the award. SCBE shall have no obligation to pay for services before a purchase order is issued.

12. ADDENDA

- a. **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Unless otherwise specified in the General Terms and conditions, inquiries are to be emailed to the Buyer, "INQUIRY" and the RFQ name and number must be noted on the envelope. Alternatively, inquiries may be e-mailed to the Buyer. The subject field of the e-mail must include "INQUIRY" and the solicitation name and number.
- b. **ISSUANCE:** Any changes to the RFQ specifications will be made through the appropriate addenda. Failure of any Supplier to receive such addenda or interpretation shall not relieve any Supplier from any obligations under this RFQ as amended by all addenda. All addenda so issued shall become part of the award.

13. ANNULMENTS AND RESERVATIONS

- a. **RIGHT TO REJECT:** SCBE reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. SCBE reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and SCBE also reserves the right not to order any items(s) within the specification.
- b. **WAIVER OF TECHNICAL DEFECTS:** SCBE reserves the right to waive technical defects, if in its judgment the interest of SCBE shall so require.
- c. **CONTRACT RESERVATIONS:** SCBE reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon SCBE materials, products and/or workmanship inferior to that required by the Firm/Consultant, and any action taken in pursuance of this latter stipulation

shall not affect or impair any rights or claims of SCBE to damages for the breach of any covenant of the contract by the Firm/Consultant(s). Should the Firm/Consultant(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, SCBE reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Firm/Consultant(s). Should the Firm/Consultant be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, SCBE reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

- d AUTHORITY TO DEBAR OR SUSPEND The Procurement Director shall have the authority to debar a person or company for cause from consideration for award of contracts.

14. TERMINATION OF CONTRACT

- a TERMINATION FOR NON-APPROPRIATION OF FUNDS: SCBE may terminate a contract with a vendor, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Firm/Consultant. SCBE shall pay for all of the purchases or outstanding services, if any, incurred up to the date of the termination notice.
- b TERMINATION FOR DEFAULT: When the Firm/Consultant has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of SCBE. Failure on the part of a Firm/Consultant to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Firm/Consultant is not entitled to any costs incurred up to the date of termination. In the event of a default by the Firm/Consultant, this Contract may be terminated.
- c TERMINATION FOR CONVENIENCE: SCBE has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Firm/Consultant, provided that Firm/Consultant shall be compensated for services rendered prior to the date of termination.
- d Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, by providing thirty (30) calendar days' written notice to the Firm/Consultant(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the Firm/Consultant(s) up to the date of termination. The Firm/Consultant(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

Language to support Termination for Convenience by the Firm/Consultant(s) shall be so stipulated in the contract document between jurisdiction/ LEA and the Firm/Consultant(s). Such language, when included, shall take precedence over the language of this specification.

15. GOVERNING LAW & VENUE

- a. The RFQ shall be construed in accordance with, and interpreted under, the laws of the State of Tennessee. Any lawsuits arising out of such RFQ shall be filed in the Circuit Court of Memphis, Tennessee.

16. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to SHELBY COUNTY BOARD OF EDUCATION, Accounts Payable Office, Room 160 S. Hollywood, Room 250, Memphis, TN 38112 (unless otherwise noted). **Firm/Consultants must receive written authorization from Procurement to redirect invoice submission to another location other than Accounts Payable.**
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify SCBE Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Firm/Consultant's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Firm/Consultant's services have been rendered or the last date when goods and materials were accepted by SCBE, then SCBE shall have no obligation to pay for the stale invoices.
- e. **CONFIDENTIALITY:** Firm/Consultant acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of SCBE. Firm/Consultant and its employees, agents, volunteers and Firm/Consultants shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Firm/Consultant shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Firm/Consultant and SCBE for the mutual disclosure of such records by and among the Firm/Consultant, SCBE and SCBE' employees, agents, volunteers and Firm/Consultants.
- f. **INDEMNIFICATION:** Firm/Consultant shall indemnify, defend, and hold harmless the SHELBY COUNTY BOARD OF EDUCATION, Superintendent and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the SCBE and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Firm/Consultant or its employees, agents, or volunteers.
- g. **NON-ASSIGNABILITY:** This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of SCBE. Any attempt to do so without such written consent shall be null and void of no effect.
- h. **INDEPENDENT FIRM/CONSULTANT:** Firm/Consultant is furnishing its goods and/or services hereunder as an independent Firm/Consultant, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.

- i. **GENERAL RECORDS CLAUSE:** Firm/Consultant's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by SCBE and made available by the Firm/Consultant to SCBE and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.
- j. **SOLE AGREEMENT:** A Contract will constitute the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Prior verbal agreements or proposals will not be considered a part of this Contract.
- k. **PROTECTION OF PROPERTY:** Firm/Consultant will use reasonable care to avoid damaging existing buildings, equipment, and property at SCBE sites and all material furnished by SCBE ("Property"). If the Firm/Consultant's failure to use reasonable care causes damage to any property, Firm/Consultant must replace or repair the damage at no expense to SCBE as directed by the Contracting Officer. If the Firm/Consultant fails or refuses to make such repair or replacement, the Firm/Consultant will be liable for the cost, which may be deducted from payments due Firm/Consultant.
- l. **PUBLIC STATEMENTS:** Firm/Consultant shall not use or reference the Name or Emblem of SCBE in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of SCBE, which consent will not be unreasonably withheld. Purchase by SCBE of any articles, material, merchandise, or service does not imply that SCBE has either adopted or endorsed the product of service, and the use by any manufacturer, Firm/Consultant, merchant or other person of the name or emblem of SCBE in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of SCBE is prohibited by the United States Criminal Code - Section 706.

17. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE

After award of individual contracts, any questions or correspondence related but not limited to the following matters must be directed to the **PROCUREMENT OFFICE SHELBY COUNTY BOARD OF EDUCATION, MEMPHIS, TENNESSEE, 38112**, in writing:

In the event of strikes, Acts of God, or other circumstances beyond the Firm/Consultants control which prevent completion of service or delivery, the Firm/Consultant must secure temporary contractual relief. The circumstances and duration must be stated by the Firm/Consultant in writing and be forwarded to the **PROCUREMENT OFFICE** within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the **PROCUREMENT OFFICE**, for those goods and services which are necessary for the day to day needs of SCBE.

**APPENDIX B-ADDENDA ACKNOWLEDGEMENT
REQUEST FOR QUALIFICATIONS
Executive Search Consultant Services
RFQ #12212022KM**

(If applicable) Please complete and return with your bid response.

I the undersigned acknowledge the receipt of the following addenda to this solicitation

Addendum #1- Date Received _____

Addendum #2 - Date Received _____

Addendum #3 - Date Received _____

Addendum #4 - Date Received _____

Signature

Title

Firm/Consultant Name

Email

Contact Phone Number

APPENDIX C – REFERENCES

**REQUEST FOR QUALIFICATIONS
Executive Search Consultant Services
RFQ #12212022KM**

1.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

2.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

3.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

APPENDIX D - DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH STATEMENT OF QUALIFICATIONS)

REQUEST FOR QUALIFICATIONS
Executive Search Consultant Services
RFQ #12212022KM

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.

Signature of:

x _____
Bidder, if the respondent is an individual

x _____
Partner, if the respondent is a partnership

x _____
Officer, if the respondent is a corporation

Subscribed and sworn before me this _____ day of _____, 20____.

x _____ Notary Public

My commission expires: _____

APPENDIX E - ANTI-BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH STATEMENT OF QUALIFICATIONS)

REQUEST FOR QUALIFICATIONS
Executive Search Consultant Services
RFQ #12212022KM

_____, being first duly sworn deposes and says that he is an officer in the organization known as _____ and the party making a certain proposal or RFQ dated, _____ 20____, to the Shelby County Board of Education:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business (as in defined in Section 39-16-101 of the State of Tennessee Code of Ethics Ordinance or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 39-16-102 Bribery of Public Servant has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Tennessee Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

Signature of:

x _____
Respondent, if the respondent is an individual

x _____
Partner, if the respondent is a partnership

x _____
Officer, if the respondent is a corporation

Subscribed and sworn before me this _____ day of _____, 20____.

x _____ Notary Public

My commission expires: _____

LOCAL PREFERENCE PURCHASING

I. PURPOSE

To give a local preference to businesses located in Shelby County, Tennessee for the purchase of supplies, materials, equipment, and services.

II. SCOPE

This policy applies to District level contracts with a total dollar purchase greater than \$25,000.

III. DEFINITION

- A. Local Preference Purchasing means giving preference to businesses located within Shelby County, Tennessee in the purchase of personal property, materials, and contractual services and in constructing improvements to real property or to existing structures.
- B. Local Business means a vendor or contractor who holds a valid license to do business in Shelby County, Tennessee; has a street address within the limits of said locality for a continuous period of at least six (6) months prior to bid or proposal opening date; and has proof that Shelby County Personal Taxes are current (applies to local businesses who have been doing business in Shelby County, Tennessee for a year or more).

IV. POLICY STATEMENT

The Shelby County Board of Education recognizes that a significant amount of funds are spent on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The Board also recognizes that dollars used in making purchases are derived largely from revenues generated from businesses located within Shelby County, Tennessee.

The Board believes that funds generated in the community should be placed back into the local economy. Therefore, it is the policy of Shelby County Board of Education to provide a preference to local businesses in procurement transactions whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

In the bidding of, or letting for procurement of supplies, materials, equipment and services, with a total price greater than \$25,000, if the lowest responsive bidder is a regional or nonlocal business, then all bids received from Local Businesses are decreased by five (5) percent. The original bid is not changed; the five (5) percent is calculated only for the purpose of determining the Local Preference. The Local Preference cost differential is not to exceed one hundred thousand dollars (\$100,000.00).

In the case of request for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, Local Businesses will be assigned five (5) percent of the total evaluation points up to a maximum of five (5) points.

In the event of a tie between a local and non-local business, favor shall be given to the Local Business and a coin toss method will be used to break ties between two (2) or more local businesses meeting said specifications.

Exceptions

This preference shall not apply to purchases or contracts that are funded in whole or in part by a governmental entity if the laws, regulations or policies governing such funding prohibit application of the Local Preference; when exigent emergency conditions or noncompetitive situations exist; and when a particular purchase, contract, or category of contracts for which MSCS is the awarding authority is waived upon written justification and recommendation of the Board.

Restrictions

The Local Preference shall apply to District level purchases only. The preference shall apply to new contracts for supplies, materials, equipment, and services first solicited after January 29, 2013.

V. RESPONSIBILITY

- A. The "users" of services are responsible for furnishing an objective evaluation of their needs and for identifying the specifications of the services to be delivered.
- B. The Chief Financial Officer is responsible for developing final specifications and obtaining all bids, requests for proposals, and contracted service agreements.

- C. The Chief Financial Officer is responsible for ensuring that all services have been properly approved and all procedures followed before signing contractual agreements.
- D. The Superintendent is responsible for ensuring compliance with this policy.