

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 **APRIL 6, 2021 @ 11:00 AM, 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.*

**RFQ – BOARD LEGAL COUNSEL**

The Shelby County Board of Education (“SCBE”) is soliciting statements of qualifications from service providers for The services described above (“Qualification”) in accordance with the specifications enclosed herewith.

Responses **MUST** be received by Shelby County Schools (“SCS” 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 [webbw@scsk12.org](mailto:webbw@scsk12.org) and received by SCBE no later than **2:00 PM CST on March 24, 2021.**

**ISSUED BY: William Webb**

**RFQ# 04062021ww**

We propose to furnish the item(s) and/or services outlined in the proposal at prices quoted and guarantee as specified. 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 YOU ARE A SCS REGISTERED MINORITY VENDOR

CHECK HERE IF YOUR COMPANY QUALIFIES AS A LOCAL VENDOR

**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.

*Shelby County Schools is practicing “Social-Distancing” for all pre-bid meetings, bid/proposal submissions, and contractors providing services. Bidders/Respondents/Contractors entering onto SCS premises must wear a face mask covering.*

“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

<b>PART I: SCOPE OF WORK</b> .....	<b>3</b>
1.0 INTRODUCTION.....	3
2.0 BACKGROUND.....	3
3.0 SCOPE OF SERVICES.....	3
4.0 NON-EXCLUSIVE.....	4
5.0 NOTICE OF INTENT TO AWARD.....	4
6.0 MWBE PARTICIPATION.....	5
<b>PART II: GENERAL TERMS AND CONDITIONS</b> .....	<b>5</b>
1.0 STATEMENT OF CONFIDENTIALITY.....	5
2.0 TERM OF AGREEMENT.....	5
3.0 PRE-PROPOSAL MEETING (Not Required).....	5
4.0 QUESTIONS AND INQUIRIES.....	5
5.0 POINT OF CONTACT.....	6
6.0 SUBMISSION DEADLINE.....	6
7.0 CONTRACT FACILITATOR/SCBE SUPERVISION.....	6
8.0 CONTRACT TYPE.....	6
9.0 PAYMENT TERMS.....	6
10.0 RFQ REVISIONS.....	7
11.0 RFQ RESPONSE OPENING.....	7
12.0 DURATION OF OFFER.....	7
13.0 INSURANCE.....	7
14.0 LIQUIDATED DAMAGES.....	7
15.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE.....	7
16.0 COMPLIANCE WITH LAWS.....	8
17.0 LEGAL COMPLIANCE.....	8
18.0 EPA COMPLIANCE.....	8
19.0 BONDING.....	8
20.0 TERMS AND CONDITIONS.....	9
21.0 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321).....	9
<b>PART III: STATEMENT OF QUALIFICATIONS FORMAT</b> .....	<b>9</b>
1.0 GENERAL FORMAT SUBMISSION.....	9
2.0 STATEMENT OF QUALIFICATIONS FORMAT.....	10
<b>PART IV: EVALUATION AND SELECTION CRITERIA</b> .....	<b>13</b>
1.0 EVALUATION COMMITTEE.....	13
2.0 EVALUATION CRITERIA.....	13
<b>PART V: SCOPE OF SERVICES (DETAILS)</b> .....	<b>14</b>
<b>SECTION A BOARD RESOLUTION</b> .....	<b>16</b>
<b>SECTION B GUIDELINES FOR SPECIAL COUNSEL</b> .....	<b>18</b>
<b>SECTION C BILLING STATEMENT SUMMARY</b> .....	<b>22</b>
<b>PART VI: APPENDICES</b> .....	<b>25</b>
APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFQ.....	26
APPENDIX B - ADDENDUM ACKNOWLEDGEMENT.....	40
APPENDIX C – REFERENCES.....	41
APPENDIX D - NON-COLLUSION CERTIFICATE.....	42
APPENDIX E - DEBARMENT AFFIDAVIT.....	43
APPENDIX F - ANTI-BRIBERY AFFIDAVIT.....	44
APPENDIX G -CERTIFICATE OF INSURANCE COVERAGE.....	45
APPENDIX H - LOCAL PREFERENCE PURCHASING.....	47

## PART I: SCOPE OF WORK

### 1.0 INTRODUCTION

SCBE is soliciting “Request for Qualifications” (RFQ) for **Board Legal Counsel**. Specifications are contained in the RFQ. Responses submitted must meet or exceed all requirements. Statement of qualifications that do not meet submission requirements may be considered non-responsive.

### 2.0 BACKGROUND

Shelby County Schools (SCS) 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, SCS 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, SCS 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. SCS 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

SCBE requests proposals for **Board Legal Counsel**. The Shelby County Board of Education (the “School Board”) is soliciting proposals from qualified law firms or individual attorneys with experience in representing school boards, or other local, state or federal government boards or entities to directly advise the School Board, from time to time and as needed, on legal issues or liability specifically involving the School Board. See included Board Resolution.

The public-school district (the “District”) governed by the School Board currently employs counsel that provides advice to the School Board, as well as the Superintendent of the District and key District staff. This request is intended to seek representation only for the School Board.

Shelby County Board of Education reserves the right to reject or accept any or all Proposals submitted. Shelby County Board of Education shall have the right to consider factors other than the proposal response in awarding a contract. Shelby County Board of Education reserves at its sole discretion, the right to award this contract as deemed to be in the best interests of SCBE.

**Non-Discrimination.** The Attorney and/or Firm is obligated not to discriminate against any employee of, or applicant for employment with, the Attorney and/or Firm on the basis of race, color, religion, handicap, national origin, sex or socio- economic status. This obligation shall include, but not be limited to the following matters: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of

compensation and selection for training, including apprenticeship. The Attorney and /or Firm is obligated to comply with all requirements of the Americans with Disabilities Act. In addition, all vendors wishing to do business with the Attorney and /or Firm shall be afforded the same equal opportunity and non- discrimination. By submitting a response to this RFQ, the Attorney and /or Firm confirms and asserts that it is not currently discriminating, and will not discriminate, against any person in any manner related to this RFQ or to any Proposal or contract related hereto, including in the performance under any such contract.

**Confidential and Proprietary Information.** SCBE is subject to the Tennessee "Public Records Act." Accordingly, no claim of confidentiality or proprietary information in all or any portion of any Attorney and/or Firm submitted in response to this RFQ will be honored unless a specific exemption from the Public Records Act exists and such exemption is cited in the Proposal. Any claimed exemption must be specifically cited by page and paragraph number(s). An incorrectly claimed exemption does not disqualify the Attorney and/or Firm.

**Ownership of Documents.** Ownership of all materials, documentation or similar products purchased, created or compiled in connection with the performance of the Services or the performance of obligations under any contract resulting from or related to this RFQ, now or hereafter, shall vest completely and exclusively with SCBE. Upon expiration of the term of the contract, the successful contractor will relinquish and convey to SCBE any right it may have in such computer systems, programs, software, data, materials, documentation or similar products.

**Assignment of Contract.** Upon execution, the contract shall not be assigned or subcontracted by the successful contractor, in whole or in part, without the prior written consent of SCBE.

**Binding Nature of This RFQ.** By submitting Qualifications, the Attorney and/or Firm agrees to be bound by all of the provisions of this RFQ. The Attorney and/or Firm further agrees that, if it becomes the successful contractor, the Attorney and /or Firm and its heirs and assigns will continue to be bound by the provisions of the RFQ for the duration of the Agreement Term except to the extent any provision hereof is explicitly waived in the Agreement.

**Applicable Laws and Courts.** This RFQ and any related Qualifications and resulting contract shall be governed in all respects by the laws of the State of Tennessee. Jurisdiction over any matter arising in connection with this RFQ or resulting contract hereunder shall be held by the federal and state courts having jurisdiction in Shelby County, Tennessee. Furthermore, the Attorney and/or Firm shall comply with all applicable federal, state and local laws and regulations

#### **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, an executed agreement will be submitted to the successful Vendor. If the Board rejects the recommendation, SCS shall rescind the Notice of Intent to Award.

## **6.0 M/WBE PARTICIPATION**

Although a Minority or Woman-owned Business Enterprises goal has not been set for this project, the responder shall take affirmative action to ensure that minority-owned and women-owned businesses, which have been certified by the City of Memphis, Memphis and Shelby County Airport Authority, Mid-South Minority Business Council Continuum – Uniform Certification Agency (UCA), Shelby County Government or Tri-State Minority Supplier Development Council (TSMSDC) and approved by SCBE, are utilized when possible as sources of supplies, equipment, construction and services for Shelby County Schools.

## **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 bid 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 **one (1) year with 2 additional one (1) year options.**

### **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 March 24, 2021 @ 2:00 P.M., CST.** Questions that are deemed to be substantive in nature will be posted on SCBE website [www.scsk12.org/procurement/bids](http://www.scsk12.org/procurement/bids). Please do not submit question in PDF format.

RFQ Schedule	
RFQ Post	March 19, 2021
Questions Due	March 24, 2021 by 2:00pm CST
Q&A Post on SCS Website	March 29, 2021 by 4:00pm CST
Response to RFQ Due	April 6, 2021 @ 11:00am CST

#### 5.0 POINT OF CONTACT

William Webb, Operations Sourcing Manager  
 Procurement Services  
 E-mail: [webbw@scsk12.org](mailto:webbw@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 **11:00 a.m., April 6, 2021 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. During the pandemic, hand delivering proposals may be subject to SCS Lobby entrance requirements, and the front desk will contact Procurement Services to meet the vendor in the lobby to receive the proposal. Please plan ahead for additional time required for proposal submission for due date/time.**

#### 7.0 CONTRACT FACILITATOR/SCBE SUPERVISION

The Firm/Consultant's performance will be under the technical direction of the Facilities Maintenance staff 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 time and material contract.

#### 9.0 PAYMENT TERMS

The Firm/Consultant shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item 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 **120 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**

All Firm/Consultants shall complete and sign the attached Certificate of Insurance Coverage form with their response, per the attached insurance requirement form (See Appendix G).

## **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 reserve 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 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 SCS 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 Shelby County Schools, Tennessee Bureau of Investigation, and the Federal Bureau of Investigation, and obtain 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 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 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 Shelby County Schools' property. For more information regarding of fingerprinting, conducting the criminal records check, and obtaining a Shelby County School's identification badge, please contact 901-416-4720.

SCS further reserves the right to audit the criminal history background records of any Vendor employee(s), subcontractor(s) or representative(s) having contact with SCS 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 SCS. Failure to provide SCS 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 this Contract. Firm/Consultants violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles SCBE to terminate this Contract immediately upon delivery of written notice of termination to Firm/Consultant.

## **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. The provisions of this Contract shall be governed by the laws of Tennessee. 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 this 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](http://www.dhs.gov/E-Verify) . This is a "no fee" service.

## **18.0 EPA COMPLIANCE**

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

## **19.0 BONDING (N/A)**

## 20.0 TERMS AND CONDITIONS

Any contract entered into in connection with this solicitation shall be subject to 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, state, and city 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.

In the event of conflict between this solicitation any of the General Terms and Conditions proposed by any Firm/Consultant, or incorporated in any acknowledgement of contract awarded to the successful Firm/Consultant, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Procurement Director.

## 21. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

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 (Policy 2010).

To access Shelby County Schools list of certified MWBE vendors, visit [www.scsk12.org/mwbe](http://www.scsk12.org/mwbe) and go to 'Certified Vendor Directory' to download registry.

### **PART III: STATEMENT OF QUALIFICATIONS FORMAT**

#### 1.0 GENERAL FORMAT – SUBMISSION

A. Vendors shall submit the following, so labeled:

Statement of Qualifications shall include **One (1) original (labeled), six (6) copies, and 1 (one) USB** in a sealed envelope clearly labeled. **An electronic version of the response shall 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 understands 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 one-hundred twenty (120) 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 Shelby County Schools is a client or has been a client of the Respondent for the services outlined in the RFP, SCS 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. Bid Bond (If Applicable)
2. Special Terms & Conditions for RFQ'S (Appendix A)
3. Addenda Acknowledgement Form (Appendix B)
4. References (Appendix C)
5. Completed Non-Collusion Certificate (Notarized) (Appendix D)
6. Completed Debarment Affidavit (Notarized) (Appendix E)
7. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
8. Certificate of Insurance Coverage (Appendix G)
9. Local Preference Program (Appendix H)

**TAB G. ELECTRONIC MEDIA (INCLUDE WITH SUBMISSION)**

**Failure to provide any of the requested information or documents in this solicitation may render the bid 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 H 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**

- 2.1 The Evaluation Committee will evaluate the qualifications using the following criteria below. The committee shall determine which qualified attorney and/or firm(s) have 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 Board will seek to retain a qualified firm or attorney on an as needed basis. The attorney and/or firm will be subject to the Outside Counsel guidelines, which are attached to this RFQ.
  - Firm or Practice History and Capability to Perform the Legal Services
  - Relevant Education or Public Sector Law Experience
  - Depth of Qualifications
  - Responsiveness and Completeness of the Written Qualifications
  - References
  - Competitiveness of Fees

The selected candidate references will be contacted.

## **PART V: SCOPE OF SERVICES (DETAILS)**

### **RFQ – Board Legal Counsel**

#### **1.0 Statement of Work**

**1.1 REQUIRED DUTIES.** For planning and illustrative purposes for the response to this RFQ, the following represent services that may be required on an ongoing ad hoc basis:

1. To provide, upon request, legal opinions and advice to the School Board regarding the School Board's obligations.
2. To remain available at all available times for consultation with Board members, either as a body, through a designated representative of the Board, or as individual board members.
3. To attend, at the School Board's request, meetings of the Shelby County Board of Education.
4. To provide legal counsel in all civil matters involving public school law as it relates to the operation of the Shelby County School Board.
5. To interpret, upon request, the powers and duties of the School Board in the administration of its statutory and constitutionally authorized responsibilities.
6. To review, upon request, actions to be considered by the School Board in its upcoming meetings for possible legal implications or complications.
7. To review and provide advice regarding resolutions, School Board policies and matters of School Board governance.
8. Upon request, advise the School Board of changes in state and federal law and regulations as well as court decisions that will impact the School Board's statutory responsibilities.
9. To provide cost-effective and efficient legal representation to the School Board.

#### **i MINIMUM REQUIREMENTS.**

- i Ten (10) years' experience in providing legal services with recognized credentials in good standing as a practicing attorney with admittance to the Tennessee State Bar is preferred, with not less than five (5) years' experience representing governmental clients. Comprehensive knowledge of public sector law, public records law, sunshine law and municipal, county, state and federal law governing the operation of the School Board. Knowledge of parliamentary procedure with demonstrated experience in providing advice regarding such to public bodies.
- i Knowledge of governmental organization, legislative procedures and judicial procedures.
- i Must maintain professional liability insurance in a minimum amount of \$2,000,000.00 per occurrence.

**(1) QUALIFICATION CONTENT.** The response shall be organized in sections containing the following information:

- **Description of Firm or Practice.** Describe your legal structure, areas of practice, length of time in practice, number of employees, and other information that would help to characterize the firm

or practice. Provide the address of the main office that will be responsible for managing any work performed by the firm or practice.

- **Experience.** Briefly describe other legal matters handled by your firm or practice that demonstrate relevant **education or public sector law experience**, including providing advice and counsel to school boards or other governmental entities.

Also, list education or **public sector clients** for whom you have performed legal work in the past five years. For each project mentioned, include the name, address and phone number of a person who can be contacted regarding your performance on the project. When submitting projects for which your firm or practice worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead firm.

- **Personnel.** Provide a professional résumé for the key person proposed to be assigned to provide advice and counsel to the Board and describe relevant related experience. Describe key personnel's proposed roles and responsibilities on School Board legal matters. Submittals must identify a proposed lead attorney who would be the primary point of contact with your firm.
- **Billing Rates.** List the billing rates for each attorney identified above. The School Board will entertain compensation proposals in any format, including lump sum retainer, payment on an hourly basis, lump sum/not to exceed, or any combination of these. If you choose to offer a retainer option, please state what services shall be included in the retainer. Also describe your billing practices. Also, state whether your Firm can adapt its billing practices to the outside counsel guidelines attached hereto.
- **Commitment to Diversity.** Include in your response any policies or procedures related to the equal employment opportunity practices of the firm or practice.
- **Disciplinary Actions.** Describe any disciplinary action, administrative proceeding, malpractice claim or other like proceeding against your firm or practice, whether current or pending, as well as any such action, proceeding or claim occurring during the past five (5) years.
- **Conflicts of Interest.** Describe any actual or potential conflicts of interest that may exist in representing the School Board. The successful attorney or firm shall have a continuing obligation to report any potential conflicts imposed by the American Bar Association's Canon of Ethics. So, while the duty to report starts at the beginning of any legal representation, it continues throughout the representation.
- **Research.** Describe the research capabilities of the firm or practice.
- **References.** The firm or practice must provide at least three (3) references, two (2) of which must be either public sector clients, or persons with direct knowledge of your representation of public sector clients.
- **Professional Associations.** List all bar memberships and any associations or committees with relevance to the legal services requested under this RFQ.
- Brochures or other material that may be helpful in evaluating your firm may be included in an appendix of the proposal.

**SECTION A - BOARD RESOLUTION**

## **BOARD RESOLUTION**

WHEREAS, the Shelby County Board of Education is frequently presented with items by the SCS Administration and other entities that require Board action; and

WHEREAS, on occasion, actions (or inactions) by the Shelby County Board of Education may involve legal issues or liability specifically involving the Shelby County Board of Education; and

WHEREAS, the Shelby County Board of Education believes it is important that it has its own Legal Counsel to seek legal advice and direction;

**BE IT THEREFORE RESOLVED, the Shelby County Board of Education** directs the Superintendent to issue a Request for Qualifications to engage Legal Counsel to represent the Shelby County Board of Education from time to time as needed.

February 23, 2021

## **SECTION B - GUIDELINES FOR SPECIAL COUNSEL**

# GUIDELINES FOR SPECIAL COUNSEL

## **BILLING POLICY**

### **1.1 FORMAT**

- The firm or attorney shall submit a monthly statement, with itemized billable hours and disbursements for the month. For each date on which services are rendered, a description should accompany the entry and be written with sufficient specificity so that the School Board shall understand the nature of the time spent, the specific subject matter and transaction. Billing statements with multiple or materially vague or non-specific time entries such as “telephone call with John Smith (no specific subject indicated) or “financing meeting” (no description of relevant transaction or attendees at the meeting) may be either returned prior to payment for revisions, or may result in the entries being deleted.
- Under no circumstances shall a bill be submitted with block time entries. Time entries must be separated by each task performed.
- Total hours billed for the period by each provider of services.
- Billing rate for each provider of services.
- Specific fee arrangements, if applicable.
- Aggregate fees for the monthly billing period.
- Itemized disbursements for the monthly billing period.
- Aggregate disbursements for the monthly billing period.
- The total approved budget for the project.
- The total amount billed on the project from inception through the current bill.
- An example of an acceptable billing format is attached hereto, see pages 17-18 of this RFQ.

**2.0 BILLING RATES.** Billing rates may not be increased without prior discussion with the School Board. Such rates will be applied in a revised budget only upon prior approval. At least thirty (30) days' advance notice in writing is required for a proposed change in billing rates.

**3.0 ACTUAL TIME.** Please bill only for actual time spent on a matter, rather than in minimum billable segments, if your minimum segment is greater than six minutes, e.g., Counsel should bill in 1/10<sup>th</sup> increments and not quarter increments.

**4.0 TRAVEL.** Should out-of-town travel become necessary, Counsel should always seek **pre-approval** from the School Board. When the occasion arises, Counsel should seek the most economical means of travel and instruct travel agents accordingly. In any event, air travel will not be reimbursed at more than coach (domestic) or business class (international) rates. Similarly, expenses for lodging, restaurants and ground transportation should be as economical as reasonably feasible.

Counselors are urged to plan travel so that travel time may be used to work either on the School Board matter for which the travel is being undertaken or for other clients so as to avoid billing the School Board for unproductive time. Please refrain from hourly billing solely for travel time. If time is devoted to working for other clients, the School Board should be billed only for time spent on School Board matters. Similarly, disbursements for multipurpose travel should be billed proportionately.

**5.0 SUBMISSION OF BILLS / INVOICES.** Unless another arrangement has been agreed to in writing, bills should be submitted on a monthly basis, no later than thirty (30) days following the last business day of the month during which services were rendered.

The successful respondent shall submit hard copy invoices to the following:

MONICA NEWPORT, BOARD MANAGER  
SHELBY COUNTY BOARD OF  
EDUCATION 160 SOUTH  
HOLLYWOOD STREET, ROOM 324  
MEMPHIS, TENNESSEE 38112

The successful respondent shall also submit electronic copies of invoices to the following:

MONICA NEWPORT, BOARD MANAGER  
NEWPORTM@scsk12.org

MISKA CLAY BIBBS, BOARD CHAIR  
BIBBSMC@scsk12.org

#### 4.1 *OTHERDISBURSEMENTS*

- We assume that your hourly rates include normal overhead and internal charges associated with your practice. Accordingly, unless otherwise expressly agreed upon in advance, the School Board will not pay for administrative and clerical services such as filing, file organization, indexing, photocopying, secretarial overtime or word processing.
- Major computerized research projects should be authorized in advance. The School Board will not pay mark ups on such services.
- The School Board will not pay for courier service or expedited mail when the urgency is a matter within outside counsel's control.
- The School Board will not pay for time spent in preparing, revising or discussing budgets or bills.
- The following is a specific summary of reimbursement policy:

1. The School Board will reimburse the following disbursements

as Lexis/Nexis and/or Westlaw	Cost
Messengers	Cost
Law firm photocopies	Cost, not to exceed \$.10/page
Postage/courier	Cost
Telephone and fax	Cost (per toll charges)
Printing and binding	Cost
Other outside services	Cost

2. The School Board will **not** reimburse for the following:

Word processing  
Secretarial Overtime  
Overtime meals  
Overtime taxis  
Budget  
Billing  
First Class airfare

**SECTION C - BILLING STATEMENT SUMMARY**

**BILLING STATEMENT SUMMARY**

**(FIRM NAME)**

**DATE:**

**Shelby County School Board  
160 S. Hollywood Street Rom  
218**

**Memphis, TN. 38112 Attention:**

**Board Chair**

Period Covered: \_\_\_\_\_

Special Fee Arrangements:

Summary of Services:

<u>Attorney/Legal Assistant</u>	<u>Rate</u>	<u>Hours</u>	<u>Fee</u>
---------------------------------	-------------	--------------	------------

Costs for Period Covered:

Summary of Services:

<u>Attorney/Legal Assistant</u>	<u>Rate</u>	<u>Hours</u>	<u>Fee</u>
---------------------------------	-------------	--------------	------------

Costs for Period Covered:

Fees:	\$ _____	_____	\$ _____
[Less Discount:]	\$ _____	_____	\$ _____
<b>TOTAL FEES:</b>	\$ _____	_____	\$ _____

Total Cost Summary:

Fees (including this statement)	\$ _____
Disbursements (including this statement)	\$ _____
<b>Total Payable</b>	\$ _____

**MONTHLY DISBURSEMENTS (Itemized):**

<b>TYPE</b>	<b>DESCRIPTION</b>	<b>COST</b>
Long Distance Calls .....	_____	\$ _____
Photocopying (Specify number of pages and cost per page)	_____	\$ _____
Telecommunication .....	_____	\$ _____
Messengers .....	_____	\$ _____
Postage and Courier .....	_____	\$ _____
Court Filing Fees .....	_____	\$ _____
Computer-Assisted Legal Research .....	_____	\$ _____
Printing and Binding .....	_____	\$ _____
Private Cars/Taxi/Car Rentals .....	_____	\$ _____
Third-Party Service Firms (including local counsel, outside photocopying, etc.) .....	_____	\$ _____
Airfare (specify number of trips and names of members) .....	_____	\$ _____
Lodging .....	_____	\$ _____
Business Meals .....	_____	\$ _____
	Total Disbursements .....	\$ _____
	Total Fees and Disbursements .....	\$ _____

# **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 attached to individual bid request. It shall be the Firm/Consultant's sole responsibility to insure they are compliant with all applicable federal, state, and city 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.

### **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 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. AUTHORIZED DEALERS: Only authorized dealers may submit a proposal on requested equipment. At the discretion of SCBE, a certificate, executed by the manufacturer, may be requested stating that the Firm/Consultant is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. INSPECTIONS: SCBE reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFQ for as long as may be considered necessary by SCBE. All expenses of the inspectors shall be borne by SCBE. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Firm/Consultant of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for SCBE, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. 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 Shelby County.
- d. SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions attached to this RFQ, the Firm/Consultant will not be allowed to offer more than one price on each item even though the Firm/Consultant may feel that it has two or more types or styles that will meet specifications. Firm/Consultant must determine which to offer. If said Firm/Consultant should submit more than one price on any item, all prices for that item will be rejected.
- e. AGGREGATE BIDS: Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best

interest of SCBE. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.

- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, service be in accordance with laws, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to 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.
- g. **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.
- h. **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.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Firm/Consultant shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Procurement Director. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Firm/Consultant, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to SCBE, which would provide sufficient data to enable SCBE to judge the Firm/Consultant's compliance with the specifications.
- j. **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.
- k. **Piggy Back Clause:** Shelby County Board of Education reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFQ. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Proposer agrees that the Shelby County Board of Education shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Bidder. SCBE does not assume any responsibility other than to obtain pricing for the specifications provided.

### 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. UNIT PRICES: Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFQ. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.
- b. UNITS OF MEASURE: Wherever SCBE indicates the unit of measure required and the Firm/Consultant's price is based on a different unit of measure, it shall be at the sole discretion of SCBE to determine whether the Firm/Consultant's price will be recalculated. SCBE will not accept any proposals with Firm/Consultant escalator clauses, unbalanced figures, or irregular features.
- c. DELIVERY CHARGES: All prices shall include be FOB Destination.
- d. CASH DISCOUNTS: Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. 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.
- f. 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. ITEM DELIVERY

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for SCBE shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **8:30 a.m. and 3:30 p.m.**; to schools – between **9:00 a.m. and 2:30 p.m.** The Awarded Firm/Consultant(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Firm/Consultant will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Firm/Consultant at a SCBE worksite. The Awarded Firm/Consultant shall be liable for the full replacement value of any delivery item lost or damaged.
- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. SCBE Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Firm/Consultant Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library) and Bid/Contract Number. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Firm/Consultant shall provide all equipment and machinery furnished and delivered to SCBE complying with the Safety regulations as required by OSHA and the Tennessee State Safety Health Act known as MOSHA. The Firm/Consultant shall sign the safety section, if attached in the proposal response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard. The Firm/Consultant shall submit Material Safety Data Sheets (MSDS) for all items awarded to that Firm/Consultant provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the Firm/Consultant must submit MSDS sheets to: SCBE Facilities Safety Officer, 1364 Farmville, Memphis, TN, 38122.
- e. **LIQUIDATED DAMAGES:** In the event the Awarded Bidder 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 monies owed or monies that may become due the Firm/Consultant.

## 6. GUARANTEE AND WARRANTIES

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by SCBE. Firm/Consultant expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Firm/Consultant will bear the cost of inspection of all goods and services rejected. (b). The Firm/Consultant hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, Firm/Consultant must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.
- b. 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.
- c. **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.
- d. **OFFICE EQUIPMENT:** Firm/Consultant agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- e. **OTHER EQUIPMENT:** Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.
- f. **MANUFACTURER'S AGENT:** The Firm/Consultant shall act as the manufacturer's agent for all warranty claims.

## **7. BONDING**

- a. **BID BONDS:** Bid Bonds (N/A)

## **8. 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 in 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. SAMPLES: When indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the RFQ number. SCBE will not be responsible for any samples not picked up within 30 days of the notification of Firm/Consultants to do so. Samples may be retained by SCBE until Firm/Consultants are notified to remove them. Firm/Consultants agree that SCBE will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- f. PROPOSAL PREPARATION FEES: SCBE will not be responsible for any costs incurred by a Firm/Consultant in preparing and submitting a proposal response.
- g. 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 bid 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 bidder of standing or Vendor may protest to the Buyer a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder 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 bidder 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 of Business Operations (CBO) 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 of Business Operations, 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 CBO 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 of Business Operations.
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 this contact, 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, 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. INSURANCE:

1. The vendor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of SCBE, damage to the property of others, including SCBE, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-vendor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.

All contractors, vendors or service providers coming on to District premises to do work or provide services are required to have insurance. Insurance is necessary to cover any claims or losses for which the contractor/vendor may be responsible for. Schools or central office departments should verify a current Certificate of Insurance, including endorsements from the contractor or vendor is on file with Procurement Services prior to the beginning of work and/or the start of a contract. A Certificate of Insurance is a standard form issued by the insurance company evidencing the insurance information (including policy limits and types of insurance) of its policyholder.

2. The following coverages and limits are required of all vendors: The following minimum insurance standards shall apply to all vendors performing, selling, or distributing products and services at Shelby County Schools. If a product or service, in the opinion of Risk Management, represents an unusual or exceptional risk, additional insurance for that product or service may be required.

- **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, in an amount not less than \$1,000,000, Product Liability and Completed Operations Liability in an amount not less than \$2,000,000 combined single limit, per occurrence, and \$2,000,000 aggregate.
- **Workers' Compensation:** Statutory limits are required. If the contractor/vendor has less than 5 employees, a statement on the vendor letterhead should be placed on file.
- **Employers Liability Coverage:** \$500,000.

- **Automobile Liability:** For vendors who will drive on District property, Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
  - For Charter Bus Companies, the minimum Automobile Liability coverage required is \$5,000,000.

**Other Insurance Coverage That May Be Required:**

- **Professional Liability (Errors & Omissions):** Not less than \$1,000,000 per occurrence and aggregate to be maintained for the duration of the agreement and three years following its termination.
  - This insurance requirement applies when a supplier has a professional designation or license and/or is providing professional services. The minimum limit for architects and engineers is \$2,000,000 per occurrence and in the aggregate and may be increased depending upon the nature of the services to be provided to the District.
- **Umbrella or Excess Liability Coverage:** Not less than \$4,000,000 per occurrence and in the aggregate.
  - This coverage typically sits above the underlying General Liability, Automobile Liability and Professional Liability policies. Depending on the scope and work to be performed in the proposed agreement, this policy may be required in order for the vendor to be able to meet the minimum insurance requirements.
  - Required for all construction, security, IT, and healthcare related contracts.
- **Cyber Risk Insurance:** Not less than \$2,000,000 per claim to be maintained for the duration of the agreement and three years following its termination.
  - This insurance requirement applies when a third party will be using, storing or accessing private, confidential or protected information.
- **Environmental Liability:** Not less than \$2,000,000 per claim and in the aggregate.
  - This insurance requirement applies when a vendor will be performing environmental clean-up work (decontamination/remediation), will be working with hazardous substance or waste, or may have similar such exposures while performing work under the proposed agreement. Higher limits of environmental liability coverage may be required depending upon the scope of work.

*Vendors and contractors shall name the Board of Education Shelby County Schools, it's officers, agents, employees and volunteers as an additional insured on its general liability insurance policy.*

Coverages and limits are to be considered as minimum requirements and in no way limits the liability of the vendor, contractor or service provider.

All policies shall evidence insurance written by carriers authorized to conduct business in the State of Tennessee and rated at least "A" in A.M. Best's Key Rating Guide.

Renewal certificates of insurance shall be provided annually to Procurement Services until all work is completed.

Please contact Risk Management, Anthony Krone, [kronera@scsk12.org](mailto:kronera@scsk12.org) or 416-1997 with any questions.

3. The certificate on this insurance shall be made in favor of the **Shelby County Board of Education, Memphis TN 38112** and indicate paid up coverage for the term of the contract.
4. The certificate of insurance **TO BE SUBMITTED** to the PROCUREMENT OFFICE, 160 S. HOLLYWOOD ST., MEMPHIS, TN 38112.
5. It will be the responsibility of the successful Respondent(s) to ensure that a **current** Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.
6. The cost of the above insurance shall be considered an overhead or operating expense to the Vendor, similar to rental costs, utilities, automobile liability insurance, and other business-related expenses. **The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Request for Proposal.**
- h. 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.
- i. 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.
- j. 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.
- k. SOLE AGREEMENT: This Contract constitutes 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. Any prior verbal agreements or proposals shall not be considered a part of this Contract.

- I. 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.
  
- m. 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. **Please Note: ALL OVERTIME MUST BE APPROVED IN ADVANCE**

**APPENDIX B-ADDENDA ACKNOWLEDGEMENT**

**RFQ – Board Legal Counsel  
RFQ #04062021ww**

(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**

**RFQ – Board Legal Counsel**

**RFQ #04062021ww**

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 - NON-COLLUSION CERTIFICATE**  
(TO BE SUBMITTED WITH STATEMENT OF QUALIFICATIONS)  
**RFQ – Board Legal Counsel**  
**RFQ #04062021ww**

I HEREBY CERTIFY that I am the \_\_\_\_\_ and the duly authorized  
representative of \_\_\_\_\_  
whose address is \_\_\_\_\_ and

THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent:

- (a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the RFQ or offer being submitted herewith;
- (b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFQ price or price proposal of the bidder or Firm/Consultant herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFQ or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(PRINTED OR TYPED NAME)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

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

**RFQ – Board Legal Counsel**  
**RFQ #04062021ww**

**Certification Regarding Debarment, Suspension  
Ineligibility and Voluntary  
Exclusion—Primary and/or Lower Tier Covered Transactions**

- (2) 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 bidder is an individual

x \_\_\_\_\_  
Partner, if the bidder is a partnership

x \_\_\_\_\_  
Officer, if the bidder is a corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

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

**RFQ – Board Legal Counsel**  
**RFQ #04062021ww**

\_\_\_\_\_, 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 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 \_\_\_\_\_  
Bidder, if the bidder is an individual

x \_\_\_\_\_  
Partner, if the bidder is a partnership

x \_\_\_\_\_  
Officer, if the bidder is a corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

**APPENDIX G - CERTIFICATE OF INSURANCE COVERAGE**  
 (TO BE SUBMITTED WITH STATEMENT OF QUALIFICATIONS)

**RFQ – Board Legal Counsel**  
**RFQ #04062021ww**

FIRM/CONSULTANT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME OF SURETY: (TYPE OR PRINT) \_\_\_\_\_

NAME OF AGENT: (TYPE OR PRINT) \_\_\_\_\_

AGENT'S PHONE NO: \_\_\_\_\_

The below signed hereby certifies that the following information is true and correct. [Please note there may be other minimum coverage requirements based on the specifics of the project. Please see Appendix A-16 (Contract Terms and Conditions) – g (Insurance).]

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL GENERAL LIABILITY AGG	\$2,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE			
WORKMAN'S COMP	TENNESSEE STATE MINIMUM COMPENSATION STATUTORY			

( ) LIMITS ON ABOVE POLICY WILL BE INCREASED      ( ) ABOVE POLICY NOW IN EFFECT

( ) POLICY WILL BE OBTAINED/ISSUED ON \_\_\_\_\_

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

- SCBE is hereby named as Additional Insured.
- The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to SCBE.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by SCBE.

- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- SCBE is hereby granted authority to contact the agency directly to confirm SCBE information or obtain copies of certificates of insurance. SCBE bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to SCBE. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The successful bidder will be required to provide insurance coverage as shown in General Conditions of RFQ and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. **PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID.** This can be done by one of the two following methods:

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

SCBE is hereby named as Additional Insured.

The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to SCBE.

The insurance company is prohibited from pleading government function in the absence of any specified written authority from SCBE.

The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form **MUST** be totally complete, **MUST** show that all Limits of Insurance are or will be met, and **MUST** be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFQ is submitted may result in rejection of your RFQ as being non-responsive.

\_\_\_\_\_  
(AUTHORIZED AGENT'S SIGNATURE)

\_\_\_\_\_  
(DATE)

## **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 amount of \$10,000 or more.

### **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 of ten thousand (\$10,000.00) dollars or more, 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 SCS 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.