SHELBY COUNTY BOARD OF EDUCATION

PROCUREMENT SERVICES
160 South Hollywood Street, Room 126  Memphis, Tennessee  38112  Phone (901) 416-5376
(This proposal will not be accepted electronically or by facsimile.  All proposals must be mailed to the above address.)

REQUEST FOR PROPOSAL
(NOT AN ORDER)

Please submit proposals on the item(s) listed below.  The right is reserved to reject any or all bids.  If substitutions are offered, give full particulars.  This proposal must be submitted no later than __28th of April @ 2:00 PM, CST  2014__

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 informalities and/or technicalities that are deemed to be in the best interest of the Shelby County Board of Education.  Successful vendor shall be paid only when delivery is complete.  *For the appropriate purchases, all material data safety data sheets (MSDS) must accompany all shipments covered under Tennessee Hazardous Chemical Right to Know Law- Tennessee Public Chapter #417- House Bill #731.

Proposal for Nursing Services-42 Registered Nurses 2014-2015

The Shelby County Board of Education ("SCBOE") invites the submission of Proposals for the provision of the services described above ("Proposals") in accordance with the specifications enclosed herewith.

Proposals MUST be received by SCBOE by the due date and time set forth above.  Questions regarding submission of Proposals may be directed to SCBOE via telephone at (901) 416-5376 or via facsimile at (901) 416-5325.

RFP# 04092014

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

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
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| TERMS |
| PHONE | FAX # |
| E-MAIL ADDRESS |

__CHECK HERE IF YOU ARE A MINORITY VENDOR__

__CHECK HERE IF YOUR COMPANY QUALIFIES AS A LOCAL VENDOR__

PRINT AUTHORIZED REPRESENTATIVE NAME

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

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

"Shelby County Board of Education does not discriminate in its programs or employment on the basis of race, color, religion, national origin, handicap/disability, sex or age."
REQUEST FOR PROPOSAL

SUBJECT: PROPOSAL FOR NURSING SERVICES-40 REGISTERED NURSES

DATE: April 9, 2014

PROPOSAL DUE DATE: April 28, 2014

PROPOSAL DUE TIME: 2:00 P.M.

The Shelby County Board of Education (“SCBOE”) invites the submission of Proposals for the provision of the services described above (“Proposals”) in accordance with the specifications enclosed herewith.

Proposals MUST be received by SCBOE by the due date and time set forth above. Questions regarding submission of Proposals may be directed to SCBOE via telephone at (901) 416-5376 or via facsimile at (901) 416-5325.

Sincerely,

Jacqueline Saunders
Director
Department of Procurement Services
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SECTION A - ANNOUNCEMENT
ANNOUNCEMENT

Request for Proposals:

NURSING SERVICES-42 REGISTERED NURSES 2014-2015

With this request for proposal (this “RFP”), the Shelby County Board of Education (“SCBOE”) hereby solicits submissions of written proposals (“Proposals”), on a competitive basis, from qualified companies (“Respondents”) to provide for SCBOE the services described herein, all in accordance with the terms and conditions detailed herein. In particular, the services sought by SCBOE will require the Respondent to:

Provide 42 Registered Nurses (40 school nurses, and 2 school nurse field liaisons).

Registered “Professional” Nursing Services.

Nursing Services will begin July 1, 2014 through June 30, 2015.

Scheduled interviews may be conducted of all approved registered nurses prior to hiring.

Each Respondent must submit their mission statement and customer focus with their proposal.

If required in RFP, the respondents are to provide a copy of current licenses and proof of insurance with each proposal.

Shelby County Board of Education reserves the right to reject or accept any or all documents 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 SCBOE.

Respondents are required to include a copy of standard contract, modified as deemed necessary for this RFP. This contract will be considered only as a sample. Shelby County Board of Education reserves the right to modify or reject the sample contract in the event the Respondent is selected.

(All of such services are referred to herein as the “Services”). More information about the requirements pertaining to the Services is set forth in Section B of this RFP.

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 RFP. Each of the piggyback Institutions will issue their own purchasing documents for purchasing of the goods/services by bidding of this service; 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.

About SCBOE

Shelby County Board of Education includes the merged school districts of Memphis City and Shelby County Schools. More than 118,000 PreK-12 students are served in 219 schools. The school system is one of the largest employers in Shelby County.
Submission of Proposals

Proposals will be accepted until **2:00 P.M. on APRIL 28, 2014. PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.** One (1) original, one (1) CD/ USB (with Proposal formatted into a single pdf file), and fifteen (15) copies of your Proposal must be submitted. SCBOE expects to award a contract to the successful contractor not later than June 2014. **SCBOE RESERVES THE RIGHT TO CONTRACT IN THE BEST INTEREST OF SCBOE, AND TO REJECT ANY AND ALL PROPOSALS AT ANY TIME PRIOR TO AWARD.**

Proposals must be sealed in a container marked on the lower left-hand corner with the name and address of the Respondent. SCBOE will date stamp the container with the submission date and the submission time. In addition, the sealed container in which the Proposal is submitted should be labeled “Nursing Services-42 Registered Nurses”. **FAXED RESPONSES WILL NOT BE ACCEPTED.** Further instructions for submitting Proposals may be obtained from:

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

All completed Proposals and accessory documents should be mailed or delivered to:

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

Inquiries for information regarding procurement procedures, Proposal submission requirements or other administrative concerns may be directed to the Department of Procurement Services at (901) 416-5376.

Thank you for your participation.

Jacqueline Saunders
Director
Department of Procurement Services
SECTION B - SCOPE OF SERVICES
SCOPE OF SERVICES

Nursing Services-42 Registered Nurses

1.0 THE SERVICES.

I. 1.1 The Services. SCS hereby solicits submissions of written proposals, on a competitive basis, from qualified respondents to lease and provide for SCS the services described herein, all in accordance with the terms and conditions detailed herein. All programs, programmatic activities, health care procedures and related events or functions related to this contract are to be executed only under the approval, direction, guidelines, acknowledgement, and coordination of SCS/CSH. In particular, the services sought by SCS will require the Respondent to provide 42 Registered Nurses.

Definition of Registered “Professional” Nursing:

The following definitions are taken from the Tennessee Code Annotated/Title 63 Professions of the Healing Arts/Chapter 7 Nurses (T.C.A. 63-7-103) and will be used for this proposal.

Registered “Professional” Nurse:

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

Any person who holds a license to practice professional nursing under this chapter shall, during the effective period of such license, be entitled to use the title “nurse”, “Registered Nurse”, or the abbreviation “R.N.” No other person shall assume such titles or use such abbreviation or any other words, letters or signs to indicate that the person using the same is a professional. The following paragraphs are set forth as guidelines for Registered Nurses for the Shelby County Schools. Please submit a proposal for your area of expertise, making any additions or deletions as deemed necessary.

I. The contractor agrees to provide 42 registered nurses:

Registered nurses (42) will be defined as 40 school nurses and 2 school nurse field liaisons.

A. School nurses will report school outcomes and required programmatic activities to the Department of Coordinated School Health or its designee according to the guidelines established by this contract.

B. School nurse field liaisons will have the responsibility to obtain prior approval for all health services procedures, changes, programmatic activities, and educational events pertaining to this contract from the Department of Coordinated School Health (CSH), CSH Manager for School Nurses and or Health Promotions Manager.

C. School nurse field liaisons and contracted school nurses will assist with staffing in the event of SCS school nurse absences.

D. All nurses will respond to emergencies and provide medical treatment to students and/or staff.

E. All nurses will be available by phone or email to assigned schools; School Nurse Manager and other CSH program staff during typical school hours and 30 minutes after the completion of the school day.
E. All nurses will be expected to develop comprehensive school health problem lists and complete SMS data entry for assigned schools:

F. Plan and implement treatment based on physicians’ orders

G. Consult with SCS school nurse program staff and student’s physician as necessary

H. All nurses will develop and follow current Individual Health Plans in collaboration with school nurse and SCS program staff and current physician’s orders.

I. All nurses will provide health education to promote awareness of chronic health issues and provide SCH approved activities to promote health and prevent disease.

J. All nurses will assist SCS school nurse program staff with the reporting and the controlling of communicable diseases.

K. All nurses will assist SCS school health program staff with immunization audits.

L. All nurses will report monthly chronic illness data in monthly health services activity reports to SCS school nurse program staff.

M. All nurses will assist SCS program staff in first aid and CPR/AED training to school staff.

N. All nurses will assist SCS staff with the conduction of safety and environmental assessments of schools in collaboration with guidelines established by CSH and SCS district.

O. All nurses will accompany/assist SCS school health program staff on home visits to children/families regarding absenteeism, health conditions and other health concerns.

P. All nurses will assist SCS school health program staff and parents in the identification of community resources, and referrals, for medical and social needs.

Q. All nurses will provide SCS school health program staff with appropriate (documentation) on every individual to whom care is provided.

R. All nurses will provide documentation according to established SCS guidelines pertaining to care of parents/visitors/ and/or guardians.

S. All nurses will document medication administration and/or healthcare procedures according to established SCS guidelines, policies and practices.

T. All nurses maintain all student records in appropriate locked location that ensures access for SCS CSH program staff and privacy for confidential student information.

U. All nurses will assist SCS CSH program staff to conduct state mandated health screenings in conjunction with the established Coordinated School Health Screening Guidelines.

II. Conditions:

A. All RN’s must have ventilator knowledge.

B. All nursing staff must be available to provide nursing services during transport to and from schools on an as needed basis.

C. Contracted nursing staff will not be paid for days designated as non-school days, inclement weather days, or sick days.
D. Contracted nursing staff will contact the designated School Nurse Field Liaison when sick or absent from work.

E. The School Nurse Field Liaison will contact SCS/CSH health services program staff when nurses are sick, absent from work, or when assignment changes occur.

F. All nursing staff must be willing to travel from school to school with no additional mileage reimbursement from the client.

G. All nursing staff must have reliable transportation.

H. All nursing staff must have pediatric experience.

I. All nursing staff must be trained and current in First Aid, CPR and AED.

J. All nursing staff must be flexible for assignment changes.

K. All nursing staff must possess skills and knowledge to perform procedures at any given time on an as needed basis for the following: Tracheotomy care, J-Tube care, Nebulizer Treatments, development of care Plans and problem lists, G-Tube Feedings, Baclofen Pumps, Dressing Changes, Assessments, Suctioning, Catheterizations, Diabetic Monitoring, Insulin Pumps, Medication Administration via mouth, G-Tube, Rectum, VNS, Central lines, and injections.

L. All nursing staff must have a permanent non-restricted Tennessee Nursing License.

M. All nursing staff must attend the nursing orientation for school nurses as determined by the Department of Coordinated School Health.

III. **General Conditions:**

A. The contractor agrees to accept assignments to schools made by the CSH/school health program staff. These assignments may be made on an as needed basis.

B. The contractor will perform services under the direction of the CSH/school health program staff.

C. The client will make available to the contractor adequate space as available and in-service training.

D. The contractor will abide by all rules, regulations and policies set forth by SCS as are applicable to his/her duties and responsibilities.

E. The contractor will obey and implement all rules and regulations concerning patient confidentiality in the same manner and to the same degree as required of the employees of SCS.

F. The contractor will submit time sheets to SCS monthly documenting amount of hours worked for each nurse.

G. The contractor will notify SCS/CSH health services program staff of all vacant positions and provide appropriate replacements immediately.

H. The contractor shall provide all applicable federal and state licensing requirements.

I. The contractor will compensate nurses for mileage and authorized overtime.

J. The contractor shall provide general medical supplies for the nurses.

K. The contractor must be capable of providing proof of auto liability insurance for any vehicle used in the implementation of this contract upon request.

L. The contractor will collaborate with SCS/CSH program staff on the development of individual health care plans.
M. The contractor will communicate with SCS/CSH program staff prior to scheduling, presenting, or providing student, staff, and parent meetings.

N. The contractor will monitor and provide school nurse performance skill level, competencies and continuing education programs.

O. The contractor will assure that the necessary tasks provided by the school nurses are carried out safely, effectively and in a timely manner.

P. The contractor and SCS /CSH program staff will collaborate as a resource for school nurses and school staff.

Q. The contractor will be available by phone and email to school nurses, SCS/CSH program staff and other appropriate SCS personnel.

R. The contractor will provide monthly reports according to the established SCS/CSH protocol.

S. The contractor and SCS/CSH school health program staff will collaborate to identify and resolve challenging conduct related to nursing behaviors in the school environment.

T. The contractor will implement current safety measures for the nurses that coincide with current SCS policies related to Health Care management Policy 6043, protocols and practices.

U. The contractor will collaborate with SCS/CSH school health program staff to determine the needs of each school, each school nurses’ caseload, school location, and education activities that are conducted in the school.

V. The contractor will collaborate with SCS/CSH health services program school staff to develop staff training workshops related to school nurses.

W. The contractor will collaborate with CSH program staff for the development of orientation for new school nurses.

IV. **Rate of Compensation:**

A. Currently, SCS salaries for school nurses are between $23,000 - $26,000. Competitive cost for services will be a criteria on the evaluation.

B. Compensation for payment and billing amount pertaining to this contract for Registered Nurses will be done according to the amount of hours and the assigned work performed the previous month. Invoices are due by the 15th day of the month after the work is completed for processing and payment.

C. The contractor must not submit monthly invoices for approval or compensation before the first of the next month or before the completion of last week of the month when school is in session.

D. Compensation for additional classroom/school activities, health fairs/in-services or summer employment must be established and approved by the Department of Coordinated School Health.

E. Compensation for payment is based on designated personnel working 187 days during the school year which includes 2 in-service days chosen by the Department of Coordinated School Health.

F. Compensation provided shall be the sole and exclusive compensation for Registered Nurses for the Services provided hereunder, and neither PROVIDER NOR PROVIDER’S employees shall bill the students or parents, or insurance or third party payers’, for such services.
G. Compensation and payment will be adjusted and reduced when requested number of full time nurses declines for more than one month.

H. Provider will agree that compensation for this contract will be reduced by a negotiated amount upon contract execution and reflected any month the average number of nurses falls below 37.

I. The contractor must submit and maintain documentation of itemized time and attendance on submitted invoices including the list of names for contracted nurses for the month request is made; titles, hourly rates of pay, starting/ending times and total hours worked for each individual nurse. This documentation is to be made available for review and submitted with each invoice for payment.

J. Compensation for payment will be made only in accordance to requests pertaining to this contract based on requested services and required activities/initiatives for nursing positions as defined by CSH.

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

L. Invoices should be sent to: Shelby County Coordinated School Health ATTN: Shunji Brown-Woods, Ed. D. 2800 Grays Creek Arlington, TN 38002

V. No person shall, on grounds of race, color, religion, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination in the performance of this agreement.

VI. Please submit a proposal based on the information outlined in these documents, indicating clearly the area of expertise in Nursing Services.

1.2 **Scope of Services.** SCS, a governmental agency and school district organized under the laws of the State Tennessee, desires to enter into an agreement pursuant to which the Services described above will be provided (the “Agreement”), all subject to the terms and conditions set forth in this RFP and any agreed upon modifications or additions hereto. The basic purpose of this RFP is for the Respondent to provide to SCS the Services described above.

1.3 **Joint Ventures.** Respondents are encouraged to enter joint ventures for the purposes of responding to this RFP and providing the Services. Respondents are particularly encouraged to enter joint ventures with local small business enterprises, as defined in the SCS Fair Business Program. A copy of the Fair Business Program may be obtained by calling the SCS Office of Contract Management at (901) 416-6659, by requesting a copy in person at 160 South Hollywood, Room 316, Memphis, Tennessee 38112 or on-line from the website located at www.scsk12.org

2.0 **JOINT VENTURES.** Respondents are encouraged to enter joint ventures for the purposes of responding to this RFP and providing the Services. The Respondent must comply with the requirements of the SCBOE “Minority, Women and Disadvantaged Business Enterprise Participation” and “Local Preference Purchasing”, in Section D of this RFP.

3.0 **DURATION OF THE AGREEMENT.** The term of the Agreement shall commence on the date that the Agreement is executed by all parties thereto. Thereafter, unless earlier terminated, the term of the Agreement shall continue for an initial term of one (1) year. The Agreement shall reserve for SCBOE the unilateral option of extending the term of the Agreement for four (4) additional terms of one (1) year(s) each, provided that the maximum duration of the Agreement shall not exceed five (5) years. The Agreement shall also contain a provision granting to SCBOE the right to terminate the Agreement, with or without cause, upon thirty (30) days notice. (Hereinafter, the period from the time of commencement of the term of the Agreement until the time of expiration of the term of the Agreement shall be referred to as the “Agreement Term”).
4.0 FORMAT OF PROPOSAL. The Proposal submitted by the Respondent must contain the following information, which information collectively constitutes the Proposal.

4.1 Description of the Services. The Proposal must contain a thorough description of the Services being offered in response to this RFP. The Proposal should show that the Services being provided, at a minimum, meet the specifications set forth in this RFP. All requests included in this RFP for information regarding the Services should be included in this part of the Proposal, including but not necessarily limited to the following:

a. Cover Letter Referencing the RFP;

b. Table of Contents;

c. Company’s Background

d. Company’s Mission Statement and Customer Focus

e. A description of any additional services the Respondent believes are necessary to fully provide the Services or which the Respondent believes would be beneficial to SCBOE within the context of the Services requested in this RFP; and

f. Any other relevant information about the proposed Services deemed to be material.

4.2 Description of the Respondent. The Proposal must contain a thorough description of the background of the Respondent and sufficient evidence showing that the Respondent is capable of providing the Services. All requests included in this RFP for information describing the Respondent should be included in this part of the Proposal, including but not necessarily limited to the following:

a. A brief description of the history and mission of the Respondent, including the Respondent’s background and mission statement, the length of time the Respondent has been in business, a description of the Respondent’s organizational structure and a description of the Respondent’s customer make-up;

b. Disclosure of the Respondent’s Dunn and Bradstreet number;

c. References of the Respondent, including at least five (5) other clients for whom the Respondent has provided services similar to the Services (with preference given to clients comparable to SCBOE) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number;

d. Disclosure of the volume of sales the Respondent has had in each of its past two fiscal years;

e. A description of the number and qualifications of the Respondent’s employees who will participate in the performance of the Services, including the total number of employees at the Respondent’s Memphis location, the names and titles of key employees who will be assigned to provide the Services, a description of the role to be filled by each such key employee and a resume of each such key employee;

f. A description of any other resources available to the Respondent that will be useful in providing the Services;

g. A description of the business design of the Respondent, including the number and locations of facilities and offices of the Respondent and specification of the location of the home office of the Respondent;

h. A statement of whether the Respondent has been certified by any certification agency as a minority business enterprise or any other type of business qualified for an allowable preference under the SCBOE MWBE Policy 2010;
i. A description of the methods used by the Respondent to measure the satisfaction of its clients;

j. Any other relevant information about the capabilities of the Respondent deemed to be material.

4.3 **Experience of the Respondent.** A sufficient description of the experience and knowledge base of the Respondent to show the Respondent’s capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Respondent included in the Proposal should include, but not necessarily be limited to, the following:

a. A statement of how long the Respondent has provided services similar to the Services requested herein;

b. A general description of the Respondent’s experience and background in providing services similar to the Services requested herein;

c. Any other relevant information about the experience and knowledge base of the Respondent, which is deemed to be material.

d. A statement regarding previous experience, if any, in providing “Services” to SCBOE.

4.4 **Sample Contract.** A sample agreement, substantively similar to the agreement the Respondent proposes to use if awarded the final contract, should be included in the Proposal.

4.5 **SCBOE MWBE Policy and Local Preference Policy.** Refer to Section D of this RFP.

4.6 **Pricing Schedule.** The pricing schedule contained in Section E of this RFP, entitled “Pricing Schedule”, if any, must be completed and included in the Proposal along with any additional documentation required or permitted thereby.

5.0 **COMPENSATION.** The successful contractor will be compensated for the Services provided in accordance with any other compensation arrangement negotiated between SCBOE and the successful contractor. To the extent the provisions of this paragraph contradict any provision regarding compensation set forth in Section C of this RFP, the provisions set forth in this paragraph shall govern.

6.0 **BONDING REQUIREMENTS.** The successful contractor shall be required under the Contract to comply with the bonding requirements listed below, if any.

7.0 **QUESTIONS REGARDING THIS RFP.** Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to jonesta@scsk12.org, and must be received by SCBOE no later than 3:00 PM/CST on APRIL 16, 2014. Questions should include a return e-mail address and should specifically reference the section of the RFP to which the question pertains. All questions must be submitted in writing. IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. All questions and answers will be posted on Procurement’s website at the end of the business day on APRIL 22, 2014. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all Respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and will lead to disqualification.
INSTRUCTIONS TO RESPONDENTS

1.0 PURPOSE. Shelby County Board of Education (“SCBOE”) hereby solicits submission of written proposals (“Proposals”), on a competitive basis, from qualified companies (the “Respondents”) capable of providing the scope of products or services described in Section B hereof (the “Services”). These instructions provide detailed legal and technical requirements for the acquisition of the Services. This Request for Proposal (this “RFP”) will become part of any final contract entered between SCBOE and the Respondent for the provision of the Services.

SCBOE will review the Proposals submitted and, ultimately, will enter into a contract with the successful Respondent for the Services. The Services are more particularly described in Section B of this RFP, which section is entitled “Scope of Services”.

2.0 PERIOD OF CONTRACT PERFORMANCE. The period of performance for the Services to be provided to SCBOE by the Respondent as a result of this RFP and any resulting contract or agreement shall be as agreed and negotiated. It is the intent of SCBOE to award a contract, or agreement, for the term, or duration, defined in Section B of this RFP. The contract or agreement resulting from this RFP shall also contain a provision granting to SCBOE the right to terminate the Agreement, with or without cause, upon thirty (30) days notice. A sample agreement containing provisions consistent with the provisions set forth in this paragraph must be included with the Proposal.

3.0 PRE-PROPOSAL CONFERENCE. See Section A (Announcement) for date and time.

4.0 MINIMUM STANDARDS. The successful contractor shall be capable of providing the Services in accordance with the minimum standards, specifications and performance requirements, as well as in accordance with all of the terms and conditions, stated in this RFP. The standards, specifications, performance requirements, terms and conditions set forth in this RFP reflect the primary considerations of SCBOE concerning the minimum services and capabilities expected, but may not necessarily reflect all the services and capabilities required. Additional standards, specifications, performance requirements, terms and conditions may be set forth in the final contract. In this regard, the successful contractor shall furnish all management and resources (including but not limited to personnel, technical support, computerized and other systems support, equipment, materials and miscellaneous supplies) necessary to provide the Services in a thorough, comprehensive, timely, efficient and effective manner.

5.0 SPECIFICATIONS. The Respondent, if and when it is awarded a contract, shall provide all the Services described in Section B of this RFP, entitled “Scope of Services”.

6.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS.

6.1 General Requirements. In order to be considered for selection, successful Respondents must submit a complete response to this RFP. One (1) original, one (1) CD/ USB (with Proposal formatted into a single pdf file) and fifteen (15) copies of each Proposal, including all attachments, forms and other related documents, must be submitted to SCBOE at the place and in the manner indicated below. No other distribution of the Proposal shall be made by the Respondent. Proposals submitted by telegraphic or facsimile will not be considered.

6.1.1 Signatures; Completeness. Proposals shall be manually signed by an authorized representative of the Respondent. The printed name and title of the person signing the Proposal must appear on the signature page of the Proposal. Proposals must concisely set forth all of the information requested by this RFP in a full, accurate and complete manner, including all required attachments. If any required information is not contained in the Proposal, the Proposal will be considered non-responsive and, consequently, will not be considered.

6.1.2 Simplicity. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capability of satisfying the requirements of this RFP. Emphasis should be on completeness and clarity of content. Responses should focus on efficient and cost effective systems, which ensure cost management, timely services and minimized paperwork.

6.1.3 Binding. Each copy of the Proposal should be bound or contained in a single 1” volume. All documentation submitted with the Proposal should be contained in that single volume.
6.2 **Place and Time for Submission.** Proposals will be received by SCBOE at its Procurement Services office located at 160 South Hollywood Street, Room 126, Memphis, Tennessee 38112, until **2:00 P.M. LOCAL TIME ON APRIL 28, 2014 (THE “SUBMISSION DEADLINE”). PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE REJECTED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.**

6.2.1 **Delivery.** All Proposals shall be deemed received when delivered to the above address. Each Respondent is solely responsible for ensuring that its Proposal is timely delivered. Any Respondent who relies on overnight delivery services, the United States mail, private mail services, local couriers or any other delivery service remains solely responsible for the timely delivery of its Proposal and assumes all risk of late delivery, mis-delivery and non-delivery. Respondents may verify delivery of Proposals by contacting SCBOE at (901) 416-5376.

6.2.2 **Receipt by SCBOE; Markings.** Upon receipt, all Proposals will be date-stamped, time-stamped, logged and deposited by SCBOE staff. Respondents are reminded that all Proposals must be securely sealed and clearly marked.

6.3 **Pricing.** Pricing information shall be provided on the pricing schedule form attached to this RFP. In determining its pricing proposal, the Respondent should take into account the following considerations.

6.3.1 **Tax Exemption.** SCBOE 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.

6.3.2 **Extra Charges.** Unless agreed by the parties in writing, charges in excess of the amounts agreed upon in the final contract shall not be allowed.

6.4 **Forms.** Along with the Proposal, the Respondent will provide signed copies of all forms required by this RFP to be submitted. Information required by any forms must be submitted on the forms furnished. If erasures or other changes appear on the forms, such erasures or changes shall be initialed by the person(s) signing the form and the Proposal.

6.5 **Identity of the Respondent.** The Proposal must reveal the full name and business address of the Respondent. SCBOE will enter an agreement only with the person or entity named as the Respondent in the Proposal of the successful contractor.

6.6 **Modifications Following Submission.** Modifications of Proposals following submission will be allowed, provided the modification is received by the SCBOE at the place designated for submission of Proposals prior to the Submission Deadline.

6.7 **Duration of Validity.** Proposals shall be valid for a minimum period of six (6) months subsequent to the Submission Deadline. Proposals expiring less than six (6) months from Submission Deadline will be considered non-responsive and, consequently, will not be considered.

**7.0 CHANGES TO THE SPECIFICATIONS.** Any modification, amendment or other change to this RFP will be made by SCBOE via written addendum and will be forwarded to all persons and firms to whom the RFP has been transmitted. Any unapproved deviation, exception, substitute, alternate or conditional qualification contained in a Proposal may be cause for rejection of the Proposal.

**8.0 EVALUATION PROCESS.**

8.1 **Evaluation Committee.** SCBOE will appoint an evaluation committee, consisting of representatives of SCBOE, to evaluate submitted Proposals and recommend a Respondent for a final contract with SCBOE for provision of the Services. The committee will apply the evaluation criteria set forth in this RFP, or in any addenda hereto that may be issued by SCBOE, in order to identify a Respondent for a final contract. An evaluation criterion is deemed to include any unstated “sub criterion” that logically might be included within the scope of the stated criterion.
8.2 **Evaluation.** The evaluation committee shall consider a number of criteria in determining with which Respondent and SCBOE will enter a final contract. SCBOE reserves the right to negotiate fees and other terms with the selected Respondent and, if no agreement is reached including desired fees and terms, the right to select and negotiate with another Respondent. SCBOE may request additional information from any Respondent at any time after the Submission Deadline. However, unsolicited information may not be accepted from any Respondent after the Submission Deadline. SCBOE will assume that all Proposals are complete as received.

8.2.1 **Evaluation Criteria.** Proposals shall be evaluated based upon the following criteria:

- 8.2.1.1 The extent to which the Services offered in response to this RFP meet or exceed the minimum specifications required of the Services;
- 8.2.1.2 The ability of the Respondent to provide the Services requested or offered;
- 8.2.1.3 The quality of the Services being offered by the Respondent;
- 8.2.1.4 The price for which the Services are offered; and
- 8.2.1.5 Any and all other factors the evaluation committee deems reasonably applicable.

8.3 **Oral Presentation.** SCBOE reserves the right to interview, or require an oral presentation from, any respondent for clarification of information set forth in the Respondent’s Proposal. In this regard, at the discretion of the evaluation committee, some or all Respondents who submit an Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Respondent. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Respondent to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Procurement Director of SCBOE. Interviews and oral presentations are strictly an option of SCBOE or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Respondent.

8.4 **Qualifications of the Respondent.** SCBOE may make such reasonable investigations as deemed proper and necessary to determine the ability of the Respondent to provide the Services. The Respondent shall furnish to SCBOE all such information and data as may be requested for this purpose. SCBOE further reserves the right to reject any Proposal if the evidence submitted by, or investigation of, the Respondent fails to satisfy SCBOE that the Respondent is properly qualified to carry out the obligations required in this RFP and the final contract and to provide the Services contemplated therein.

8.5 **Inspections.** SCBOE reserves the right, at reasonable times, to inspect the part of the plant or place of business of the Respondent or any subcontractor thereof which is related to the performance of any contract awarded or proposed to be awarded by SCBOE. SCBOE further reserves the right, at reasonable times and places, to audit the books and records of any Respondent who has submitted a Proposal to the extent that such books and records relate to cost or pricing data contained in the Proposal.

9.0 **AWARD OF CONTRACT.** The final contract for provision of the Services will ultimately be awarded to the Respondent deemed by SCBOE in its sole discretion to be the lowest responsive and responsible Respondent. In determining which Respondent is the lowest responsive and responsible Respondent, SCBOE will consider which Respondent is fully qualified and best suited, offers the best Services for the most reasonable price and is altogether most advantageous to SCBOE among those submitting Proposals in response to this RFP, as determined based upon evaluation of the criteria set forth in this RFP and upon the results of negotiations. Terms of engagement will be negotiated with the selected Respondent, and the final contract will be awarded in the manner deemed by SCBOE to be fair and most advantageous to SCBOE.

9.1 **Rejection of Proposal.** SCBOE reserves the right to reject any or all Proposals and to waive informalities and
irregularities in any or all Proposals submitted. In this regard, SCBOE, at its own discretion and at any time prior to award, may cancel this RFP or reject any Proposal, in whole or in part, and is not required to furnish a statement of the reason why a particular Proposal or Proposal was rejected or was not deemed to be the most advantageous.

9.2 **Bid Preferences.** SCBOE applies a five percent (5%) bid preference to Respondents, which qualify as local businesses.

9.3 **Negotiation and Approval of Contract.** Should, at any time, SCBOE determine in its sole discretion that only one Respondent is fully qualified or that one Respondent is clearly more qualified than the others under consideration, a proposed contract may be negotiated for award to that successful Respondent. SCBOE shall have no obligation to include in any such proposed contract any part of any sample contract submitted by the Respondent. The proposed contract must be presented to the board of commissioners of the SCBOE (the “Board”) for final approval of award. Provision of the Services may not commence until: (i) a contract between SCBOE and the successful Respondent is properly negotiated, executed and entered; (ii) the contract is approved by the Board, as required; and (iii) SCBOE issues to the successful Respondent a written notice to proceed.

9.4 **Compensation.** The successful contractor will be paid for the Services provided in accordance with a compensation arrangement to be negotiated between SCBOE and the successful Respondent. More specific guidance regarding compensation may be set forth in Section B of this RFP.

9.5 **Price Adjustment.** The price to SCBOE, including fee, profit or any other portion of the compensation payable to the Respondent, shall be adjusted to exclude any significant sums by which SCBOE finds that the price was increased because the fees, costs or pricing data furnished by the Respondent were inaccurate, incomplete or not current as of the date of the contract.

9.6 **Charges Not Required.** The successful contractor and SCBOE both shall agree that SCBOE shall not be required to pay to the successful contractor any cost, fee or charge which is not specifically required to be paid by the contract.

9.7 **Performance.** SCBOE and the successful contractor each shall agree to fully perform all of their respective obligations under the Agreement. However, failure of SCBOE to perform such obligations shall not automatically relieve the successful contractor of its obligation to perform under the contract.

9.8 **Protests.** SCBOE will consider all protests filed in a timely manner regarding the award of a contract, or the process of awarding a contract, in relation to this RFP, whether submitted before or after award. All protests are to be submitted in writing.

**10.0 GENERAL TERMS AND CONDITIONS.**

10.1 **No Commitment.** This RFP does not commit SCBOE to award a contract, pay any costs incurred in the preparation of any Proposal submitted or procure or contract for Services from any Respondent or any other person. Accordingly, each Respondent shall be responsible for all costs incurred in the preparation and submission of its Proposal or in any part of its participation in the pre-award process.

10.2 **Conditions and Assumptions.** All Proposals and related documents submitted shall be based on the same conditions and assumptions that will underlie any prospective final contract between SCBOE and the successful Respondent. Thus, in establishing the terms of any resulting contract, SCBOE may assume the conditions and assumptions underlying the Proposal submitted by the successful Respondent are accurate.

10.3 **Termination.** Failure by the successful contractor to comply with the terms and conditions of this RFP or to deliver the Services identified in this RFP or the contract at the prices quoted shall void the contract award. In the case of the successful contractor’s failure to deliver the Services in accordance with the contract terms and conditions, SCBOE, after due oral or written notice, may procure such Services from other sources and hold the successful contractor responsible for any resulting additional purchase and administrative costs.
SCBOE reserves the unilateral right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever SCBOE in its sole discretion determines that such a termination is in the best interest of SCBOE. Any such termination shall be enacted by delivery to the successful contractor by certified mail, at least thirty (30) calendar days prior to the termination date, a notice of termination specifying the extent to which performance shall be terminated and the date upon which such termination shall become effective. After receipt of a notice of termination, the successful contractor must stop all work or deliveries under the contract on the effective date and to the extent specified in the notice of termination. However, any such contract termination notice shall not relieve the successful contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of termination. No payment shall be made for anticipated profit on unperformed services.

10.4 Ethics in Public Contracting. By submitting its Proposal, Respondent certifies that its Proposal is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Respondent, supplier, manufacturer, subcontractor, customer or other person in connection with its Proposal and that it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, employment, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

10.5 Prohibited Contact. Registered and non-registered lobbying of SCBOE staff members or Board members with respect to a pending project or award is prohibited during the time period between the date the RFP is advertised and the date a final contract is awarded. Any contact between SCBOE staff members or Board members and any representative of a Respondent relating to a pending project or award (whether by writing, telephone, e-mail or otherwise) outside of properly scheduled meetings, other than as intended and initiated by an SCBOE staff member or a Board member, shall be grounds for disqualification of the Respondent from the bid process. By submitting a Proposal, the Respondent represents and warrants that it has not made, and will not make, any contact prohibited by this paragraph.

10.6 Conflict of Interest. Respondent certifies that no SCBOE Board member, staff member or any SCBOE employee has a financial or beneficial interest in the Respondent.

10.7 Mandatory Use of Form and Modification of Terms and Conditions. Failure to submit a Proposal on any official form provided for that purpose may be cause for rejection of a Proposal. Return of the complete form is required. Modification of, or additions to, the general terms and conditions of this RFP may be cause for rejection of the Proposal. Notwithstanding, the SCBOE Director of Purchasing reserves the right to decide, on a case by case basis, in his or her sole discretion, whether to reject such a Proposal.

10.8 Errors or Omissions. The Respondent shall not be allowed to take advantage of any errors or omissions in the specifications set forth in this RFP. Where errors or omissions occur in this RFP, the Respondent shall promptly notify the contact person listed in this RFP and report the identified error or omission. Inconsistencies in the specifications are to be reported before Proposals are submitted to SCBOE.

10.9 Liability for Improper Date or Time Processing. By submitting a Proposal, the Respondent agrees that, if it becomes the successful contractor, the Respondent will indemnify and hold harmless SCBOE and the officers, employees, Board members and agents of SCBOE against any claim of, or liability for, breach of any contract related to the Services that is caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

10.10 Audit. Unless the contract is a firm fixed price contract, SCBOE shall be entitled to audit the books and records of the successful contractor or any subcontractor thereof to the extent that such books and records relate to the performance of the successful contractor’s contract with SCBOE. Accordingly, the successful contractor agrees, and any subcontractor thereof will agree, to retain all books, records and other documents relative to this RFP and the related contract for a period of three (3) years from the date of final payment under the contract for the contractor and for a period of three (3) years from the date of final payment under the subcontract for the subcontractor, unless a shorter period is otherwise authorized in writing the SCBOE. By submitting a Proposal, the successful contractor grants to SCBOE the right to perform, or have performed by its authorized agents and/or auditors, an audit of the books and records of the successful contractor. Consequently, SCBOE will have full access to, and the right to examine, any of said materials following the giving of reasonable notice during said period. RESPONDENTS ARE HEREBY
10.11 **Compliance with Procedures.** The successful contractor will comply with all procedural instructions that may be issued from time to time by SCBOE. However, the substantive terms and conditions of the contract shall not change without the written consent of all parties thereto.

10.12 **Obligation of Successful Contractor.** By submitting a Proposal, the successful contractor covenants and agrees, based upon its own investigation of the conditions to be met, that it fully understands its obligation and that it will not make any claim under, or have any right to cancellation or relief from, the contract because of any misunderstanding or lack of information.

10.13 **Format of Services; Satisfaction of SCBOE.** The Respondent agrees that, if it becomes the successful contractor, the Respondent will fully provide to SCBOE, to the best of its capabilities, the Services in substantially the format, quality and scope required by, or indicated in, this RFP, including any modifications and additions hereto. Furthermore, the Respondent agrees to be responsible for providing the Services in a manner and to an extent satisfactory to SCBOE.

10.14 **Delivery.** By submitting a Proposal, the Respondent agrees that, if it becomes the successful contractor, the Respondent will deliver to SCBOE all items required to be delivered by this RFP and the Agreement in a form, which is complete and ready for use.

10.15 **Taxes.** The successful contractor shall determine, be responsible for and pay any applicable taxes related to the Services or the Agreement, including but not limited to any property tax, sales tax, federal excise tax or federal highway use tax. SCBOE is a tax-exempt organization and shall not be billed for, nor be expected to pay, any taxes applicable to the Services. A COPY OF DOCUMENTATION VERIFYING THE “TAX EXEMPT” STATUS OF SCBOE IS AVAILABLE AND WILL BE FURNISHED TO THE SUCCESSFUL CONTRACTOR UPON REQUEST.

10.16 **Support.** If it becomes the successful contractor, the Respondent agrees and affirms that, throughout the Agreement Term, it will utilize its best efforts to assist and support SCBOE in addressing any problem whatsoever relating to the Services or the Agreement.

10.17 **Deviation from Specification.** Accountability for the Services will rest solely with the successful contractor. Any inaccuracy in or other deviation of the Services from the required specifications will be corrected by the successful contractor within two (2) weeks after the successful contractor is notified of the inaccuracy or discrepancy.

10.18 **Time for Performance.** In order to minimize the disruption of schools and other SCBOE facilities, the successful contractor will perform the Services during hours, which will be determined by SCBOE.

10.19 **Non-Discrimination.** The Respondent is obligated not to discriminate against any employee of, or applicant for employment with, the Respondent 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 Respondent is obligated to comply with all requirements of the Americans with Disabilities Act. In addition, all vendors wishing to do business with Respondent shall be afforded the same equal opportunity and non-discrimination. By submitting a response to this RFP, the Respondent confirms and asserts that it is not currently discriminating, and will not discriminate, against any person in any manner related to this RFP or to any Proposal or contract related hereto, including in the performance under any such contract.

10.20 **MWBE Policy and Local Preference Policy.** The Respondent must comply with the requirements of the SCBOE Policy 2010 and 2011 in Section D of this RFP.

10.21 **Bonding or Other Security.** If the Services include any type of construction or maintenance of a public building, work or other project to be provided under a contract having a contract price of more than One Hundred Thousand Dollars and No/100 Dollars ($100,000.00), then, prior to the commencement of work under the contract,
the successful contractor will execute and provide to SCBOE a good and solvent bond to the effect that the successful contractor will pay for all the labor and materials used by the successful contractor or by any subcontractor, immediate or remote, in connection with the contract, in lawful money of the United States, as required by Section 12-4-118 of the Tennessee Code Annotated. The bond shall be for at least twenty-five (25%) of the contract price. The bond shall provide that the successful contractor shall promptly make payment when due of all taxes, licenses, assessments, contributions, penalties and interest on the project.

10.22 **Insurance.** By submitting a Proposal in response to this RFP, the Respondent certifies that, if awarded a contract, it will have the insurance coverage required for performance of the Services, if any, at the time the work commences. Additionally, the Respondent certifies that it will maintain this insurance coverage throughout the entire term of the contract and that all insurance coverage shall be provided by insurance companies authorized to sell insurance in Tennessee. During the term of the contract, SCBOE reserves the right to require the successful Respondent to furnish certificates of any required insurance for the coverage required by SCBOE, if any is required.

10.23 **Confidential and Proprietary Information.** SCBOE is subject to the Tennessee “Public Records Act.” Accordingly, no claim of confidentiality or proprietary information in all or any portion of any Proposal submitted in response to this RFP 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 Respondent.

10.24 **Ownership of Computer Programs and Data.** Ownership of all computer systems, programs, software, data, 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 RFP, now or hereafter, shall vest completely and exclusively with SCBOE. Upon expiration of the term of the contract, the successful contractor will relinquish and convey to SCBOE any right it may have in such computer systems, programs, software, data, materials, documentation or similar products.

10.25 **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 SCBOE.

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

10.27 **Applicable Laws and Courts.** This RFP and any related Proposal 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 RFP or any related Proposal or resulting contract hereunder shall be held by the federal and state courts having jurisdiction in Shelby County, Tennessee. Furthermore, the Respondent shall comply with all applicable federal, state and local laws and regulations.
SECTION D - MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (MWDBE) AND LOCAL PREFERENCE POLICY
The Respondent must comply with the requirements of the SCBOE “Minority, Women and Disadvantaged Business Enterprise Participation” and “Local Preference Purchasing”.

MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

I. PURPOSE

To ensure that a program is developed and implemented that will significantly increase the amount of goods and services the Shelby County Board of Education purchases from minority, women, and disadvantaged business enterprises (MWDBE).

II. SCOPE

This policy applies to the procurement of all goods and services by the Shelby County Board of Education, except those exempted by sole source contacts.

III. POLICY STATEMENT

The Shelby County Board of Education recognizes that minority, women, and disadvantaged business owners frequently face unique problems that are not encountered by majority-owned businesses. The Board is committed to ensuring that all vendors have an equal opportunity to do business with the Shelby County Board of Education. Therefore, the Board and administration will take concerted action to ensure that, to the maximum extent practicable, minority business enterprises will equitably share in the total volume of business awarded by the school system. This will be accomplished by developing and implementing a comprehensive supplier diversity program that will significantly increase the amount of business the school system does with minority, women, and disadvantaged-owned business enterprises without sacrificing quality, service, on-time delivery, and competitive value of the goods and services it purchases. Specific program goals will be established by the Board and strategies developed by administration for the awarding of contracts to minority, women, and disadvantaged business enterprises.
IV. RESPONSIBILITY

A. The Superintendent is responsible for ensuring that a comprehensive program is developed and implemented which includes specific program designed to carry out this policy.

B. The Purchasing Department is responsible for purchasing is responsible for actively seeking MWDBE to do business with the Shelby County Board of Education and for complying with the provisions of this policy and the program implementation.

C. The Purchasing Department is responsible for providing quarterly and annual reports showing progress toward meeting the Board’s established goals.

D. The Superintendent is responsible for ensuring that this policy is followed.
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

Page 1 of 3
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.
PRICING SCHEDULE

COMPENSATION/BILLING RATE

Total cost for services:

Year 1 $ _____________

Year 2 Optional renewal $ _____________

Year 3 Optional renewal $ _____________

NOTE: EACH COMPANY MUST SUBMIT THE FOLLOWING INFORMATION

1. Submit their mission statement and customer focus.
2. Staffing capabilities-including screening procedures, employee retention rate, and ability to recruit and provide highly qualified employees.
3. References, number of years providing temporary services, and number of other clients of comparable size.
4. Quality assurance procedures and ability to provide a range of job categories.
5. Expertise of personnel including TN license, staff competency check-off, and pediatric/school setting experience.
6. Training programs including CPR, First Aid, and AED.
7. Complete the Fair Business Plan and Compliance, as well as other attached forms.
SECTION F - FORMS AND DOCUMENTS
# Shelby County Schools Vendor Application

**Return to:** Shelby County Schools • Department of Procurement Services • 160 South Hollywood Street • Room 126 • Memphis, TN 38112

Fax 901.416.3325

## Firm Name
Name as listed on W-9

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## Address

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<th>City</th>
<th>State</th>
<th>ZIP Code</th>
<th>County</th>
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<th>Country</th>
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**E-mail**
Please note that the e-mail address must be that of the authorized Company e-mail. Only company addresses are allowed. E-mail or physical addresses of sales representatives are not acceptable and will not be allowed.

**Federal Taxpayer Identification Number (as shown on W9 form)**

**Or Social Security Number (if appropriate)**

Please attach your completed W-9 form (international vendors need to attach their completed W-8BEN form). If you do not already have a completed W-9 or W-8BEN (international vendor) form, please download it from [www.irs.gov](http://www.irs.gov) and complete the form before adding as an attachment.

## Address for Payment,
If different from above

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<th>City</th>
<th>State</th>
<th>ZIP Code</th>
<th>Country</th>
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**Authorized Company Officer & Title**
Authorized Sales Representative

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<tr>
<th>Type of Business</th>
<th>☐ Manufacturer</th>
<th>☐ Construction</th>
<th>☐ Distributor</th>
<th>☐ Agent/Representative</th>
<th>☐ Other</th>
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**Organization of Business**
☐ Sole Proprietorship  ☐ Partnership  ☐ Corporation  ☐ Non-Profit  ☐ Non-Business Seeking Reimbursement

**Is your company a minority-owned or disadvantaged business as defined below?**
☐ Yes  ☐ No

A minority business is defined as a business that is both owned and controlled by minorities and/or women. Minorities and/or women must own at least 51% of the business and control its management and daily operations. Minorities include Black, Women, American Indians, Alaskan Natives, Asian American, Hispanics and members of other groups determined to be economically or socially disadvantaged by the Small Business Administration under Section A of the Small Business Act as amended (15 USC 637 a). HUB Zone business as determined by the Small Business Administration is a small business located within a HUB Zone.

If yes, please check the category that properly defines your minority status:
☐ African American  ☐ American Indian  ☐ Alaskan Native  ☐ Asian American  ☐ Hispanic  ☐ Women Owned  ☐ Small Business Enterprise  ☐ HUB Zone  ☐ Other

**Uniform Certification Agency Certification Number**

**Local Business?**
☐ Yes  ☐ No

 Requires a Shelby County Business license that has been held for the past 6 months.

**Organization of Business**
☐ Corporation  ☐ Non-Profit  ☐ Partnership  ☐ Sole Proprietorship

**Are you a registered vendor on eSchool Mall?**
☐ Yes  ☐ No

**Are you currently an employee of the Shelby County Schools Unified District?**
☐ Yes  ☐ No

If yes, please list assigned location/department/school:

**Have you ever been an employee of the Memphis City Schools or Shelby County Schools District?**
☐ Yes  ☐ No

If yes please list your last date of employment with the Shelby County Schools Unified District:

/  /

**Please indicate the goods and/or services your firm provides:**

**Conflict of Interest:** By submitting this signed form, you are declaring that no Shelby County Schools Unified District Board Commissioner or employee has a financial or beneficial interest in this firm. Vendor also agrees to extend credit to Shelby County Schools Unified District, without requiring a credit application, to fulfill any purchase orders and/or contractual obligations that may occur. Vendor’s bill maybe rejected should a credit application be required. NOTE: Each vendor is responsible for notifying the Shelby County Schools Unified District Purchasing Department of any future business name, address, telephone number, Email, or any other vendor information change.

**Authorized Signature**

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<th>Print Name and Title</th>
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[Procurement Services Logo]
SECOND TIER PURCHASING

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

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

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

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

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

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

Dollars expended for this commodity, this project $_______________________________

Percentage of this project______________________________________________________%

Name of Business (Please Print)

Print Authorized Representative Name

Signature of Authorization Representative

Date
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY AND LOWER TIER COVERED TRANSACTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agency: __________________________

Signature: _________________________

Date: _____________________________