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 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. Submission of proposals shall be submitted no later than 22nd 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 (MSDA) must accompany all shipments covered under Tennessee Hazardous Chemical Right to Know Law- Tennessee Public Chapter #417- House Bill #731.

Proposal for
SCHOOL BUS ROUTING SOFTWARE

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.

Issued by: Gwen Johnson     RFP# 04072014-2

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.

INVOICES WILL BE PAID ACCORDING TO TERMS BID

NAME OF FIRM

ADDRESS

CITY    STATE    ZIP CODE

TIME REQUIRED FOR DELIVERY_____________ DAYS

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: SCHOOL BUS ROUTING SOFTWARE

DATE: APRIL 07, 2014

PROPOSAL DUE DATE: APRIL 22, 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,

Gwen Johnson, Buyer
Department of Procurement Services
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SECTION A - ANNOUNCEMENT
ANNOUNCEMENT

Request for Proposals:
School Bus Routing Software

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:

Furnish Shelby County Board of Education (SCBOE) with software to facilitate bus routing, vehicle tracking capabilities (GPS) and field trip management. The software should be able to accommodate SCBOE transportation routing needs as described below and should interface with existing SCBOE core software. The system will be fully operational on or before June 15, 2014.

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.

SCBE transports approximately 50,000 general education and special education students. The District operates on three (3) bell times: 7:00 a.m., 8:00 a.m. and 9:00 a.m.
Submission of Proposals

Proposals will be accepted until **2:00 P.M. on April 22, 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 ten (10) copies of your Proposal must be submitted. SCBOE expects to award a contract to the successful contractor not later than **May 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 “**SCHOOL BUS ROUTING SOFTWARE**”. **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:

GWEN JOHNSON  
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.

Gwen Johnson, Buyer  
Department of Procurement Services
SECTION B - SCOPE OF SERVICES
SCOPE OF SERVICES

SCHOOL BUS ROUTING SOFTWARE

1.0 THE SERVICES.

1.1 The Services Shelby County Schools (“SCS”) hereby solicits submissions of written Proposals, on a competitive basis, from qualified Respondents to provide for SCS the services described herein, all in accordance with the terms and conditions detailed herein. In particular, the services sought by SCS will require the Respondent to provide:

Furnish Shelby County Board of Education (SCBOE) with software to facilitate bus routing, vehicle tracking capabilities (GPS) and field trip management. The software should be able to accommodate SCBOE transportation routing needs as described below and should interface with existing SCBOE core software. The system should be fully operational on or before June 15, 2014.

ROUTING SOFTWARE FUNCTIONALITY/SPECIFICATIONS:

- GPS/AVL system that tracks school buses in real time, records vehicle activities, and allows for the comparison between actual busing events and the assigned tasks of the buses.
- Routing software that uses GPS data to correct/edit/enter information into the routing software system.
- Routing and scheduling software system should have the capability to interface with the digital map, student information, school information, and busing assignments. This system should be able to assign students to bus stops and runs, create and modify bus routes, and provide printed driver directions.
- Software should include route optimization capabilities to create greater transportation efficiency by simulating the most efficient routing scenarios.
- Software should provide an internet based read-only query applications for schools and parents to access school bus assignments, bus stop locations and bus arrival/departure times.
- Web based field trip management system to automate field trip requests, approvals, and assignments.
- Software that provides schools, administrators and parents with read-only access to transportation and student information stored in the routing software system.

ROUTING SOFTWARE REQUIREMENTS: (Instructions: For each requirement below, please include in proposal MEETS REQUIREMENT or DOES NOT MEET REQUIREMENT and any associated comments.)

1. Mapping and database technologies should be fully integrated, not requiring synchronization, re-indexing or other routine maintenance procedures between systems.

2. The software should offer integrated reporting services which meet the reporting requirements and does not require an external reporting system. System should be able to export reports to Microsoft Word for Windows, Microsoft Excel, HTML, and other commonly used formats. System should provide functionality necessary to complete State Reports.

3. Vendor should offer a variety of installation, upgrade, integration, automation and support options including email, telephone and on-site support services.
4. The software should have demonstrated integration with currently used SCBOE core software systems.

5. Software should be SIF compliant.

6. Any required server software must run on industry standard platforms.

7. Databases must be industry standard: Microsoft SQL, Oracle, etc.

8. Both local and hosted solutions should be available.

9. System should utilize maps for the Memphis/Shelby County area.

10. System should be able to operate and/or generate driving directions and stop times without inputting or coding of speed limits, hazards areas, turn restrictions, or similar map attributes. System should allow for manual route time adjustments.

11. System should allow for map editing to be performed on any map window in the system and should allow the user to use a separate or external software program for map editing and maintenance that can be integrated to the routing system.

12. System should provide functionality for manually geocoding students, schools and alternate sites on the map where automatic address matching techniques do not apply.

13. System must provide import integration functionality with the local GIS department's GIS data for regular updates.

14. System should use intuitive and/or automated routing options.

15. System should create door-to-door stops as well as used defined area stops using stop boundaries drawn by the user.

16. System should manage daily and weekly student schedules to account for different pick up locations, drop off locations and transfer throughout the week.

17. System may be used to create special needs routing, vocational routing and other types of out of district pupil transportation, without a separate or additional module.

18. System should be capable of Non Eligibility Zone Analysis.

19. System must be capable of being integrated with the district's main student information system using an export file designed by the district technology or data management and transportation departments.

20. Vendor should offer web-based access for school personnel to obtain transportation related information, reports and schedules.

21. The web-based system should enable school personnel to request field trip busing services and manage the approval process.

22. System should offer GPS integration functionality. The system should provide integration functionality with GPS (Global Positioning System) in order to enable users to view GPS data from a compatible GPS product on the primary routing systems GIS map.

23. Both on site and online training should be available for initial training.
24. Training and other related services should include a 24-hour help desk.

25. All training material should be accessible electronically.

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 Program”, 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 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 three (3) 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 johnsongs@scsk12.org, and must be received by SCBOE no later than 10:00 AM/CST on **APRIL 14, 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 15, 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.
SECTION C - INSTRUCTIONS TO RESPONDENTS
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. No pre-proposal conference will be held.

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 ten (10) 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 22, 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 erasures or other changes appear on the forms, such erasures or changes shall be initialed by the 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 posted on SCS Procurement Services website. 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 NOTIFIED THAT ALL RECORDS OF ALL PERSONS CONTRACTING WITH THE SCBOE MAY BE SUBJECT TO THE TENNESSEE PUBLIC RECORDS ACT.

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
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 Respondents 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 Policies 2010 and 2011 “ 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 contracts.

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
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.
SECTION E - PRICING SCHEDULE
**PRICING SCHEDULE**

Respondent shall provide the following pricing information:

1. **Software License: (District License)**
   - Year 1: $______________
   - Year 2 - Optional Renewal: $______________
   - Year 3 - Optional Renewal: $______________
   - Year 4 - Optional Renewal: $______________
   - Year 5 - Optional Renewal: $______________

2. **Annual Maintenance and Support**
   - Year 1: $______________
   - Year 2 - Optional Renewal: $______________
   - Year 3 - Optional Renewal: $______________
   - Year 4 - Optional Renewal: $______________
   - Year 5 - Optional Renewal: $______________

3. **Implementation** (Please indicate a turnkey cost that includes travel, lodging, etc.)
   - $______________

4. **Professional Development**
   - On-Site Training: (includes travel, lodging, etc.)
     - (# of days ____ hours____ included): $______________
   - Online Training:
     - (# of days ____ hours____ included): $______________

Please provide any additional cost required not included in the Pricing Schedule above.
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 901.416.5325

Firm Name
Name as listed on W-9

Date

Address

City

State

ZIP Code

County

Country

Telephone

Fax

E-mail

Federal Taxpayer Identification Number (as shown on W-9 form)

or Social Security Number (if appropriate)

Please note that the e-mail address must be that of the authorized Company e-mail. Only company addresses will be allowed. E-mail or physical addresses of sales representatives are not acceptable and will not be allowed.

Address for Payment,
If different from above

City

State

Zip Code

Country

Authorized Company
Officer & Title

Authorized Sales Representative

Type of Business

□ Manufacturer

□ Construction

□ Distributor

□ Agent/Representative

□ Other

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, Alaska 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 of 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 bid 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

Print Name and Title

Procurement Services
SUPPORTING YOUR SUCCESS
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: ________________________________