

SHELBY COUNTY BOARD OF EDUCATION

**PROCUREMENT SERVICES**

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

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

**REQUEST FOR PROPOSAL**

(NOT AN ORDER)

Please submit proposals on the item(s) listed below. The right is reserved to reject any or all Proposals. If substitutions are offered, give full particulars. The Proposal must be submitted no later than **August 07, 2023 @ 2:00 PM, CST**

The Shelby County Board of Education reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any minor informalities and/or technicalities that are deemed to be in the best interest of the Shelby County Board of Education. Successful Vendors shall be paid only when delivery is complete. \*For the appropriate purchases, all material data safety data sheets (MSDA) must accompany all shipments covered under Tennessee Hazardous Chemical Right to Know Law- Tennessee Public Chapter #417- House Bill #731.

**REQUEST FOR PROPOSAL**

**Preschool Direct Services**

Proposals **MUST** be received by Memphis-Shelby County Schools (“MSCS” or “District”) by the due date and time set forth above.

During the solicitation process Vendors are not permitted to contact the Board and project Owner regarding the posted solicitation. Failure to adhere to this requirement may subject the respondent to immediate disqualification.

Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to [Windhaml@scsk12.org](mailto:Windhaml@scsk12.org), and received by SCBE no later than **July 25, 2023 @ 11:00 AM/CST**

**ISSUED BY: Lisa Windham, Buyer RFP # 080723LW**

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

NAME OF FIRM

PHONE

FAX#

ADDRESS

CITY

STATE

ZIP CODE

E-MAIL ADDRESS

AUTHORIZES REPRESENTATIVE NAME

CHECK HERE IF YOU ARE A MSCS REGISTERED MINORITY VENDOR

CHECK HERE IF YOUR COMPANY QUALIFIES AS A LOCAL VENDOR

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

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

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## **PART I: SCOPE OF WORK**

### **1.0 BACKGROUND**

Shelby County Board of Education (SCBE) is the legal name of the Memphis-Shelby County Schools (MSCS) district. MSCS is Tennessee's largest public school district and is among the 25 largest public-school districts in the United States. MSCS serves approximately 110,500 students in 214 schools. We employ more than 6,000 teachers and 7,900 support personnel to serve our unique student population while offering programming and services to fit the needs of all our students.

Memphis-Shelby County Schools has created a data-driven culture that serves as the backdrop for strategic decision-making and informed solution-based decisions. The information gleaned from data, research-based strategies, and performance outcomes provides our district with amazing opportunities to offer high-quality educational options to every student.

The MSCS mission is to prepare all students for success in learning, leadership, and life through three strategic initiatives. The initiatives are:

1. Strengthen Early Literacy (K-2) and Continuing Literacy (3-12)
2. Recruit, Retain, Immerse, and Entrench
3. Relevant, Rigorous, and Equitable Academics

### **2.0 SCOPE OF SERVICES**

SCBE requests proposals for **Computer Service and Deployment**. The specifications are contained in the Request for Proposal. Responses submitted must meet or exceed all requirements. Proposals that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

### **3.0 NON-EXCLUSIVE**

The intent of this contract is to provide SCBE with an expedited means of procuring supplies and/or services. This contract is for the convenience of SCBE and is considered to be a "Non-Exclusive" use contract. SCBE does not guarantee any usage. SCBE will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule.

### **4.0 NOTICE OF INTENT TO AWARD**

A Notice of Intent to Award is written notification that a vendor has been selected for a contract award. This letter is not a guarantee of award. The Board of Education reserves the right to reject or accept the recommendation submitted. If the Board accepts and approves the recommendation, an executed agreement will be submitted to the successful supplier. If the Board rejects the recommendation, MSCS shall rescind the Notice of Intent to Award.

**PART II: GENERAL TERMS AND CONDITIONS**

**1.0 STATEMENT OF CONFIDENTIALITY**

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

**2.0 TERM OF AGREEMENT**

The anticipated term of this contract is **One (1) year with the option to renew for two (2) additional one (1) year terms.**

- A. SCBE expects all vendors to provide year over year cost reductions recommendations.
- B. Price decreases are acceptable at any time, need not be verifiable, and are required should the vendor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- C. Price adjustments from the vendor/producer/processor/manufacture for any/all items may be considered at renewal, if applicable noted in the RFP document. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least ninety (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- D. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Shelby County Schools.

**3.0 PRE-PROPOSAL MEETING (N/A)**

**4.0 QUESTIONS AND INQUIRIES**

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN July 25, 2023 @ 11:00 a.m. CST.** Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on SCBE website [www.scsk12.org/procurement/bids](http://www.scsk12.org/procurement/bids) and News Paper. Please do not submit question in PDF format.

**RFP Schedule**

- RFP Post** **July 21, 2023**
- Questions Due** **July 25, 2023 @ 11:00 am CST**

**Q&A Post on Website**

**July 27, 2023, by close of business**

**RFP Due Date/Time**

**August 07, 2023 @ 2:00 pm CST**

## **5.0 POINT OF CONTACT**

Lisa Windham, Buyer  
Procurement Office  
[Windhaml@scsk12.org](mailto:Windhaml@scsk12.org)

## **6.0 CONTRACT FACILITATOR /SCBE SUPERVISION**

The Vendor's performance will be under the technical direction of the Buyer/Requesting Department/Project Manager who will be responsible for ensuring vendor's compliance with the requirements of this contract to include managing the daily activities of the contract, providing technical guidance to the contract, and overall project scheduling and coordination. The vendor shall be accountable to the end users on all matters relating to the scope of work.

## **7.0 CONTRACT TYPE**

The contract resulting from this solicitation will be a price contract based on the scope of work.

## **8.0 PAYMENT TERMS**

The Vendor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line-item price on the Purchase Order and made within 30 days after the date on the invoice.

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

## **9.0 RFP REVISIONS**

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

## **10.0 SUBMISSION DEADLINE**

In order to be eligible for consideration, proposals must be received at Procurement Office no later than **August 07, 2023 @ 2:00 pm cst**. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal Procurement Office after the submission deadline, no matter what the reason, will be returned unopened. Delivery to SCBE' mailroom, lobby, etc. shall not constitute delivery. **The Procurement Office is located at 160 S. Hollywood Street, Room 126, Memphis, TN 38112. Proposals responses delivered to any other location shall not constitute delivery to the Procurement Services Office.**

## **11.0 PROPOSAL OPENING**

RFP Proposals are not opened publicly, but in the presence of at least two Purchasing Office employees. Once the proposals are opened, the Buyer will prepare a document that summarizes the proposals received. This document will be available for inspection no later than 20 days after opening and/or prior to Notice of Award letter is issued.

## **12.0 DURATION OF OFFER**

A proposal submitted in response to this solicitation is binding upon the Vendor and is considered irrevocable for a minimum of **120 days** following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable.

## **13.0 INSURANCE**

All Vendors shall complete and sign the attached Certificate of Insurance with their proposal per the attached insurance requirement form (See Appendix G).

## **14.0 LIQUIDATED DAMAGES**

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

## **15.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE**

In accordance with TN Code Ann. 49-5-413, unless explicitly excluded by statute; and pursuant to Shelby County Schools' requirements, Vendors (persons, corporations or other entities) whose employee(s), subvendor(s), or representative(s) will come in contact or close proximity to MSCS students during the course of business, must require their employee(s), subvendor(s), or representative(s) to supply a fingerprint sample and submit to a criminal history check through the Tennessee Bureau of Investigation (TBI), and they will issue them a greenlight letter. Once they receive the greenlight letter, an appointment should be made with Shelby County Schools ID Department. A copy of the greenlight letter, along with \$30.00 (exact change or company check), will be required to obtain a MSCS Vendor ID Badge. A MSCS Vendor ID Badge is required before permitting the person to have contact with the children or entering school grounds.

The cost of fingerprinting, conducting the criminal records check, and obtaining a Shelby County School's identification badge will be the sole responsibility of the Vendor for each of the Vendor's employee(s), subvendor(s), or representative(s). Vendors doing business with MSCS are required to renew their badges annually. The Shelby County School's identification badge shall be worn at all times by each of the Vendor's employee(s), subvendor(s), or representative(s) at shirt pocket height while on Shelby County Schools' property. For more information regarding of fingerprinting, conducting the criminal records check, and obtaining a Shelby County School's identification badge, please contact 901-416-5318.

MSCS further reserves the right to audit the criminal history background records of any Vendor employee(s), subvendor(s) or representative(s) having contact with MSCS students. Audits may be conducted on a quarterly basis with 48 hours' prior notice. It is the Vendors

responsibility to ensure records are current and made available upon request to MSCS. Failure to provide MSCS access to current criminal history checks upon request could lead to Vendor debarment.

## **16.0 COMPLIANCE WITH LAWS**

Vendors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Vendors violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles SCBE to terminate this Contract immediately upon delivery of written notice of termination to Vendor.

## **17.0 LEGAL COMPLIANCE**

A. Vendor shall comply in all respect with Federal, State and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Tennessee. Any disputes, legal cases or other controversies shall be pursued in Tennessee Courts consistent with and subject to Tennessee State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Tennessee Occupational Safety and Health Act Standards.

B. Specifically, vendor shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of vendor and vendor's subcontractors are screened through the Federal Government's E-Verify system, found at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify) . This is a "no fee" service.

### **17.1 EPA COMPLIANCE**

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

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

## **19.0 TERMS AND CONDITIONS**

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

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

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

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

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

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

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

Title 2: Grants and Agreements

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

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

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

(b) Affirmative steps must include:

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

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

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

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

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

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



## **Certified MWSBE Vendor Directory**

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

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

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

## **PART III: PROPOSAL FORMAT**

### **1.0 GENERAL FORMAT**

A. Vendors shall submit the following: Each submission should include as indicated below.

The proposal must include **One (1) original (labeled), and 1 (one) USB** in a sealed envelope clearly labeled as indicated in B below. An electronic version of the proposal shall also be submitted with the original. The electronic media must be a USB and shall bear a label on the outside containing the RFP number and name, as well as the name of the Vendor.

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

1. The Vendor's name and business address.
2. The due date/time for receipt of proposals.
3. The Title of the RFP and RFP number

### **2.0 PROPOSAL FORMAT**

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

#### **TAB A. TRANSMITTAL LETTER**

The proposal is to be accompanied by a brief transmittal letter prepared on the Vendor's letterhead and signed by an individual who is authorized to commit the Vendor to the services and requirements in the RFP and proposal. This transmittal letter shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Vendor to the contract, who will receive all official notices concerning this RFP.
2. The Vendor's Federal Tax Identification Number or Social Security Number.
3. A brief statement of the Vendor understands of the work to be done, the commitment to perform the work within the time period, and a statement of why the firm believes it is best qualified to perform the engagement.
4. A statement that the proposal is a firm and irrevocable offer for a period of one-hundred twenty (120) days.
5. Acknowledgement of all Addenda to this RFP

#### **TAB B. TABLE OF CONTENTS**

#### **TAB C. EXPERIENCE AND CAPABILITIES**

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

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

**TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS**

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

**TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK**

The Vendor shall address each major requirement of Part V (Scope of Work) (separated by tabs if substantial)

**TAB F. FORMS**

1. Bid Bond (If Applicable)
2. Special Terms & Conditions for RFP'S (Appendix A)
3. Addenda Acknowledgement Form (Appendix B)
4. References (Appendix C)

5. Completed Non-Collusion Certificate (Notarized) (Appendix D)
6. Completed Debarment Affidavit (Notarized) (Appendix E)
7. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
8. Certificate of Insurance Coverage (Appendix G)
9. 2011 Local Preference Purchasing (Appendix H)
10. Compensation/Pricing Schedule (Appendix I)
11. Vendor Assessment Questionnaire (Appendix J)

**TAB G. Pricing Schedule (Compensation Schedule)**

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

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

## **PART IV: EVALUATION AND SELECTION PROCEDURE**

### **1.0 EVALUATION COMMITTEE**

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to SCBE, considering technical factors and other factors set forth herein.

### **2.0 EVALUATION PROCESS**

A. The committee will evaluate each proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Vendors and conducted by mail, E-mail, or facsimile transmission at the discretion of SCBE. During the evaluation process, the committee may request technical assistance from any source.

C. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of SCBE.

D. If applicable, SCBE Policy 2011 Local Preference Purchasing will be applied accordingly. Please see Appendix H for policy details.

E. Vendors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. If an oral presentation is requested, the oral presentation is a part of the evaluation.

F. If it is determined to be in the best interest of SCBE, SCBE may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.

G. The Committee will recommend the vendor whose overall proposal provides the most advantageous offer to SCBE considering all RFP requirements, based on evaluation factors set forth in this RFP.

### **3.0 EVALUATION CRITERIA**

The Evaluation committee will evaluate proposals using the following criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

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

<b>CATEGORIES</b>	<b>Major weight</b>
<b>Qualifications/Experience</b>	<b>15%</b>
<b>Service Management</b>	<b>30%</b>
<b>Technology Implementation</b>	<b>25%</b>
<b>References</b>	<b>5%</b>
<b>Financial Stability</b>	<b>5%</b>
<b>Cost</b>	<b>20%</b>
<b>Total</b>	<b>100%</b>

## PART V: SCOPE OF SERVICES

### 1.0 THE SERVICES

1.1 The Services SCBE hereby solicits submissions of written proposals, from qualified respondents to provide for SCBE the services described herein, all in accordance with the terms and conditions detailed herein. In particular, the services sought by SCBE will require the Respondent to provide:

In this RFP, M-MSCS is seeking applicants to provide Pre-K Early Childhood direct services to a total of 40 children and their families, through the operation in 2 classrooms. To fund the Services, M-MSCS requested \$100,000 per classroom for the outline school term. The selected vendor(s) will be paid based on a per class amount of \$100,000. The actual funding is dependent upon the award of the contract to M-MSCS in the amount requested. The zip codes and the numbers of students needed in each area is listed in the chart below:

Zip Code	Number of Students	Total Classes
38109	40	2

M-MSCS proposed to deliver services in various programs using Head Start, Local and State funding. Any operator can bid on any of the number of classes outline in the specified zip code. A contractor is not obligated to bid all or none but based on their ability to serve twenty children per classroom. M-MSCS has the right to award multiple vendors to meet the need in each zip code mentioned in the table above and decrease the numbers to meet our funding needs.

Child Care Provider agrees to the scope of services described in this section in order to provide ERSEA, Child Nutrition and Family & Community Engagement High-quality Pre-K Early Childhood Services for preschool children and their families:

#### ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT AND ATTENDANCE (ERSEA):

Child Care Provider will implement Shelby Pre-K Early Childhood Eligibility, Recruitment, Selection, Enrollment and Attendance Plan (policies and procedures) to comply with the following:

- Child Care Provider will maintain an average daily attendance of 90% each month throughout the contract period.
- Child Care Provider will conduct and analyze the causes of absenteeism if the monthly average daily attendance rate falls below 90 percent to identify any issues that contribute to the absentee rate and provide Shelby County Pre-K Early Childhood with a report of the analysis monthly, including activities implemented to address the attendance issues.
- Child Care Provider will contact each family when the child is unexpectedly absent, and the parent has not contacted the program within one hour of program start time according to Shelby County ERSEA Policies and procedures.
- Child Care Provider will follow all training guidelines, and staff who determine eligibility on ERSEA regulations and Shelby County Pre-K Early Childhood ERSEA policies and procedures prior to the annual recruitment activities and train all new staff within 90 calendar days after hiring; and

- Child Care Provider will not charge families a fee to participate in Pre-K Early Childhood, including special events such as field trips, and cannot in any way condition an eligible child's enrollment or participation in the program upon the payment of a fee.
- Child Care Provider will work in collaboration with the Shelby County School ERSEA team to recruit and support onboarding all students who are eligible for enrollment.

### **CHILD NUTRITION:**

Child Care Provider will implement Shelby County Pre-K Early Childhood Nutrition Services Plan (policies and procedures) to comply with the following:

- Child Care Provider will provide each child with breakfast, lunch and snack equivalent to one half to two thirds of the child's daily nutritional needs, including children with Special Dietary requirements, as described in Shelby County Pre-K Early Childhood Nutrition Services plan.
- Child Care Provider will provide all children breakfast upon arrival at the program.
- Child Care Provider will document meals and snacks after services and report the number of meals and snacks to Shelby County Pre-K Early Childhood monthly.
- Child Care Provider will make available to each child the appropriate size tables, chairs, and adult supervision during meals and snacks; and
- Child Care Provider will provide parents the opportunities to discuss their child's nutritional status with staff as described in Shelby County Pre-K Early Childhood Nutrition Services Plan and document the discussion in the child's nutrition records.
- Child Care Provider will provide all CACFP audits and reimbursement to Shelby County Schools Early Childhood to demonstrate satisfactory compliance and auditing findings.

### **FAMILY AND COMMUNITY ENGAGEMENT PROGRAM SERVICES**

Child Care Provider will implement Shelby County Family and Community Engagement Plan (policies and procedures) to comply with the following:

- Child Care Provider will collaborate with families in the family partnership process to identify the family's needs, interests, strengths, goals, services and resources that support family well-being, including family safety, health, and economic stability within 30 calendar days of the family's enrollment as described in Shelby County Family and Community Engagement Plan.
- Child Care Provider will conduct family engagement services in the family's preferred language, or through an interpreter and ensure families have the opportunity to share personal information in an environment described in the Shelby County Family and Community Engagement Plan.
- Child Care Provider will implement Shelby County Family and Community Engagement Plan for teachers and family support staff to share information with each other.
- Child Care Provider will implement Shelby County Family and Community Engagement Plan to provide parents with opportunities to participate in the program as employees or volunteers.
- Child Care Provider Family Engagement Specialist will provide each assigned Pre-K Early Childhood parent with Shelby County attendance materials about the



importance of their child's regular attendance, and partner with them, as necessary, to promote consistent attendance, within 30 calendar days of the child's enrollment in the program.

- Child Care Provider will implement the Ready Rosie parenting curriculum to build on parents' knowledge and offer parents the opportunity to practice parenting skills to promote children's learning and development within 30 calendar days after the family's enrollment.
- Child Care Provider will implement Shelby County Pre-K Early Childhood family partnership process (as described in the Family and Community Engagement Plan) including the development of an individualized family partnership agreement (including family goals, measurable objectives and measurable outcomes) and activities within 30 calendar days after the family's enrollment and continue throughout the enrollment year.
- Child Care Provider Family Engagement Specialist will take into consideration any existing plans for the family made with other community agencies and availability of other community resources to address family needs, strengths, and goals, in order to avoid duplication of effort.
- Child Care Provider will participate in the Tennessee Quality Rating and Improvement Systems as described in Shelby County Pre-K Early Childhood Family and Community Engagement Plan.
- Child Care Provider will work in collaboration with the Family Support managers to ensure all family support expectations and family support is documented properly in the case management notes in My Pre-K Early Childhood.
- Child Care Provider will ensure all parents receive the proper case management support.
- Child Care Provider will work in collaboration with the Health Service Advisor to ensure parents participate in all required training for family social and emotional support services.

#### PERSONNEL POLICIES:

Child Care Provider will implement Shelby County Pre-K Early Childhood Personnel Policies and Procedures to comply with the following:

- Child Care Provider will employ staff to provide high quality services as described in the management systems section in the scope of work.
- Child Care Provider will complete background checks and selection procedures on all employees and contractor before hire (and every five (5) years after hire) as described in Shelby County Pre-K Early Childhood Personnel Policies and Procedures. Background checks include an interview; verification of references; sex offender registry check; state criminal history records check, including fingerprint checks; Federal Bureau of Investigation criminal history records check, including fingerprint checks and child abuse and neglect state registry check.
- Child Care Provider will provide all staff with training for them to abide by Shelby County Pre-K Early Childhood Personnel Policies and Procedures Standards of conduct, including documentation to support training on the standards of conduct prior to work assignments and volunteer services.
- Child Care Provider will in collaboration with Shelby County Pre-K Early Childhood staff conduct annual staff performance appraisal and analyze the data to determine staff training needs and develop professional plans for all staff to assist them in acquiring or increasing the knowledge and skills needed to provide high-quality, comprehensive services within the scope of job responsibilities, and

attached to academic credit according to Shelby County Pre-K Early Childhood Personnel Policies and Procedures;

- Child Care Provider will ensure each staff member has a health examination within fifteen (15) calendar days of hire and re-examination every five (5) years according to Shelby County Pre-K Early Childhood Personnel Policies and Procedures; and
- Child Care Provider will make materials available on mental health and wellness information to staff regarding health issues that may affect their job performance, and provide monthly training to learn about mental health, wellness, and health education.
- Child Care Provider will ensure that all positions outlined in the budget to support the Pre-K Early Childhood Direct Services are properly allocated.

## **PART VI: APPENDICES**

## **APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S**

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. SCBE shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, SCBE may find said Vendor in default.

### **1. REQUEST FOR PROPOSALS (RFP)**

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

### **2. GENERAL REQUIREMENTS**

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

identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.

- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of SCBE Director of Purchasing & Supply Services for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of SCBE.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to SCBE a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Procurement Director. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to SCBE, which would provide sufficient data to enable SCBE to judge the Vendor's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to SCBE to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k. **Piggy Back Clause:** Shelby County Board of Education reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Proposer agrees that the Shelby County Board of Education shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Bidder(s) and this contract shall be binding only upon the principals signing such an

agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Bidder. SCBE does not assume any responsibility other than to obtain pricing for the specifications provided.

### 3. CONFLICT OF INTEREST

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

### 4. PRICES

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.
- b. **UNITS OF MEASURE:** Wherever SCBE indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of SCBE to determine whether the Vendor's price will be recalculated. SCBE will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices shall include be FOB Destination.
- d. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. **PRICE REDUCTIONS:** SCBE reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. **Tax Exemption.** SCBE is a tax-exempt entity and, as such, is exempt from the payment of taxes, including but not limited to sales and use taxes, federal excise taxes and federal high use taxes.

### 5. ITEM DELIVERY

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for SCBE shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **8:30 a.m.**

**and 3:30 p.m.; to schools – between 9:00 a.m. and 2:30 p.m.** The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a SCBE worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.

- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. SCBE Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library) and Bid/Contract Number. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to SCBE complying with the Safety regulations as required by OSHA and the Tennessee State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the proposal response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: SCBE Facilities Safety Officer, 1364 Farmville, Memphis, TN, 38122.
- e. **LIQUIDATED DAMAGES:** In the event the Awarded Bidder fails to deliver the goods or services of the contract in accordance with the specifications, SCBE reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of SCBE. All additional expenses incurred by SCBE as a result of such purchases will be deducted from the monies owed or monies that may become due the Vendor.

## **6. GUARANTEE AND WARRANTIES**

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by SCBE. Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of

authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local, state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendor must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.

- b. Awarded Vendor, its employees, agents, volunteers, and vendors who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Tennessee Code. All costs thereof shall be borne by the Vendor.
- c. GUARANTEE PERIOD: The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.
- d. OFFICE EQUIPMENT: Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- e. OTHER EQUIPMENT: Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.
- f. MANUFACTURER'S AGENT: The Vendor shall act as the manufacturer's agent for all warranty claims.

## **7. FEDERAL GRANT FUNDS**

- a. The Respondent understands and agrees that it is possible federal grant funds may be used in connection with certain delivery orders issued pursuant to and under the contract agreement. Accordingly, prior to commencing and all work under any and all delivery orders pursuant to and under the contract agreement, the respondent shall ascertain and verify if federal grant funds are to be used by MSCS. If MSCS will use any federal funds in connection with a delivery order, it is the obligation of the respondent and the respondent understands and agrees that the respondent shall adhere to and comply with all applicable federal laws, regulations circulars, executive orders, procedures and guidelines, as and if applicable, amended from time to time.

## **8. PROPOSAL SUBMISSION**

- a. KNOWLEDGE OF TERMS AND CONDITIONS: Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.
- b. SUBMISSION: Proposals must be delivered to the Procurement Office, 160 S Hollywood Street, Room



126, Memphis, TN 38112. Vendors must submit a proposal as specified in the General Terms and Conditions. Vendors shall retain one (1) copy of the proposal for their files. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.

- c. **FORMAT:** Signed proposals must be delivered in sealed, opaque envelopes and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. SCBE shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.
- d. **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, email address and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or emailed to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.
- e. **PARTNERSHIPS:** Proposals by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- f. **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.
- g. **CERTIFICATES AND AFFIDAVITS:** All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. Such documents are required by local, state, or federal funding agencies of SCBE as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, and when applicable, Asbestos Free Certification.
- h. **SAMPLES:** When indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the RFP number. SCBE will not be responsible for any samples not picked up within 30 days of the notification of Vendors to do so. Samples may be retained by SCBE until Vendors are notified to remove them. Vendors agree that SCBE will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- i. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful Vendors shall be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- j. **PROPOSAL PREPARATION FEES:** SCBE will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.
- k. **PROPOSAL EVALUATION** Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions. Consideration will be given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Vendor, and the ability of the Vendor to perform satisfactorily. Evaluation may also be made for other factors, such as serviceability, functional suitability, workmanship, safety in use, and overall product quality, where

acceptability may be determined on the basis of professional judgment and educational application. SCBE will consider the Vendor's record and performance of any prior contracts with SCBE, federal departments or agencies, or with other public bodies.

- I. RECOMMENDATION OF AWARD: Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.

## **9. RESOLUTION FOR PROTEST AND DISPUTES**

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

### **A. RIGHT TO PROTEST**

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

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

### **B. BOND REQUIREMENTS**

1. Neither a protest nor a stay of award shall proceed under this section unless the protesting party posts a protest bond. The protesting party shall post with the Procurement Director, at

the time of filing a notice of protest, a bond payable to the Shelby County Board of Education in the amount of five percent (5%) of the lowest cost proposal evaluated or, if a protest is filed prior to the opening of cost proposals, the bond payable shall be five percent (5%) of the estimated maximum liability provided in the procurement document. The protest bond shall be in form and substance acceptable to the Shelby County Board of Education and shall be immediately payable to the Shelby County Board of Education conditioned upon a decision by the protest committee that:

- a. A request for consideration, protest, pleading, motion, or other document is signed, before or after appeal to the Chief of Business Operations, in violation of subsection (b);
  - b. The protest has been brought or pursued in bad faith; or
  - c. The protest does not state on its face a valid basis for protest.
2. The bond shall be payable to the Shelby County Board of Education for any other reason approved by the Procurement Office. The Board of Education shall hold the protest bond for at least eleven (11) calendar days after the date of the final determination by the Procurement Director. If the protesting party appeals the Procurement Director's determination to the protest committee, the Procurement Director shall hold the protest bond until instructed by the General Counsel Office to either keep the bond or return it to the protesting party.
  3. At the time of filing notice of a protest of a procurement in which the lowest bid or lowest evaluated cost proposal is less than one million dollars (\$1,000,000), a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business protesting party may submit a written petition for exemption from the protest bond requirement of subsection (c). The petition shall include clear evidence of a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business status. On the day of receipt, the petition shall be given to the chief procurement officer. The chief procurement officer has seven (7) calendar days in which to make a determination. If an exemption from the protest bond requirement is granted, the protest shall proceed as though the bond were posted. Should the chief procurement officer deny an exemption from the requirement, the protesting party shall post the protest bond with the chief procurement officer as required in subsection (c) within five (5) calendar days of the determination.

### **C. APPEAL OF CONTRACT AWARD DECISION**

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

## **10. CONTRACT TERM**

The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.

## **11. COMMENCEMENT OF SERVICES**

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

## **12. ADDENDA**

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

## **13. ANNULMENTS AND RESERVATIONS**

- a. **RIGHT TO REJECT:** SCBE reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. SCBE reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and SCBE also reserves the right not to order any items(s) within the specification.
- b. **WAIVER OF TECHNICAL DEFECTS:** SCBE reserves the right to waive technical defects, if in its judgment the interest of SCBE shall so require.
- c. **CONTRACT RESERVATIONS:** SCBE reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon SCBE materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of SCBE to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, SCBE reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, SCBE reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

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

#### 14. TERMINATION OF CONTRACT

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

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

#### 15. GOVERNING LAW & VENUE

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

#### 16. CONTRACT TERMS AND CONDITIONS

- a. SUBMISSION OF INVOICES: Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to SHELBY COUNTY BOARD OF EDUCATION, Accounts Payable Office, Room 160 S. Hollywood St., Room 250, Memphis, TN 38112 (unless otherwise noted). **Vendors must receive written authorization from Procurement to redirect invoice submission to another location other than Accounts Payable.**
- b. INCORRECT INVOICES: Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify SCBE Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.

- c. PARTIAL PAYMENTS: Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. LATE SUBMISSION OF INVOICES: The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by SCBE, then SCBE shall have no obligation to pay for the stale invoices.
- e. CONFIDENTIALITY: Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of SCBE. Vendor and its employees, agents, volunteers and vendors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and SCBE for the mutual disclosure of such records by and among the Vendor, SCBE and SCBE' employees, agents, volunteers and vendors.
- f. INDEMNIFICATION: Vendor shall indemnify, defend, and hold harmless the SHELBY COUNTY BOARD OF EDUCATION, Superintendent and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the SCBE and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Vendor or its employees, agents, or volunteers.
- g. INSURANCE:
  - 1. The vendor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of SCBE, damage to the property of others, including SCBE, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-vendor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.

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

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

- **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, in an amount not less than \$1,000,000, Product Liability and Completed Operations Liability in an amount not less than \$2,000,000 combined single limit, per occurrence, and \$2,000,000 aggregate.
- **Workers' Compensation:** \$1,000,000. If the contractor/vendor has less than 5 employees, a statement on the vendor letterhead should be placed on file.
- **Employers Liability Coverage:** \$1,000,000.
- **Automobile Liability:** For vendors who will drive on District property, Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
  - For Charter Bus Companies, the minimum Automobile Liability coverage required is \$5,000,000.

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

- **Professional Liability (Errors & Omissions):** Not less than \$1,000,000 per occurrence and aggregate to be maintained for the duration of the agreement and three years following its termination.
  - This insurance requirement applies when a supplier has a professional designation or license and/or is providing professional services. The minimum limit for architects and engineers is \$2,000,000 per occurrence and in the aggregate and may be increased depending upon the nature of the services to be provided to the District.
- **Umbrella or Excess Liability Coverage:** Not less than \$4,000,000 per occurrence and in the aggregate.
  - This coverage typically sits above the underlying General Liability, Automobile Liability and Professional Liability policies. Depending on the scope and work to be performed in the proposed agreement, this policy may be required in order for the vendor to be able to meet the minimum insurance requirements.
  - Required for all construction, security, IT, and healthcare related contracts.
- **Cyber Risk Insurance:** Not less than \$2,000,000 per claim to be maintained for the duration of the agreement and three years following its termination.

- This insurance requirement applies when a third party will be using, storing or accessing private, confidential or protected information.
- **Environmental Liability:** Not less than \$2,000,000 per claim and in the aggregate.
  - This insurance requirement applies when a vendor will be performing environmental clean-up work (decontamination/remediation), will be working with hazardous substance or waste, or may have similar such exposures while performing work under the proposed agreement. Higher limits of environmental liability coverage may be required depending upon the scope of work.

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

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

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

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

Please contact Risk Management, Sandra Burgess, [burgessse@scsk12.org](mailto:burgessse@scsk12.org) or (901) 416-1997 with any questions.

3. The certificate on this insurance shall be made in favor of the **Shelby County Board of Education, Memphis TN 38112** and indicate paid up coverage for the term of the contract.
4. The certificate of insurance **TO BE SUBMITTED** to the PROCUREMENT OFFICE, 160 S. HOLLYWOOD ST., MEMPHIS, TN 38112.
5. It will be the responsibility of the successful Respondent(s) to ensure that a **current** Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.
6. The cost of the above insurance shall be considered an overhead or operating expense to the Vendor, similar to rental costs, utilities, automobile liability insurance, and other business-related expenses. **The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Request for Proposal.**
- h. **NON-ASSIGNABILITY:** This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of SCBE. Any attempt to do so without such written consent shall be null and void of no effect.



- i. **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- j. **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by SCBE and made available by the Vendor to SCBE and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.
- k. **SOLE AGREEMENT:** This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or proposals shall not be considered a part of this Contract.
- l. **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at SCBE sites and all material furnished by SCBE ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to SCBE as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.
- m. **PUBLIC STATEMENTS:** Vendor shall not use or reference the Name or Emblem of SCBE in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of SCBE, which consent will not be unreasonably withheld. Purchase by SCBE of any articles, material, merchandise, or service does not imply that SCBE has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of SCBE in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of SCBE is prohibited by the United States Criminal Code - Section 706.

## **17. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE**

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

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

**APPENDIX B-ADDENDUM ACKNOWLEDGEMENT**

**RFP# 080723LW Preschool Direct Services**

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

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

Addendum #1- Date Received \_\_\_\_\_

Addendum #2 - Date Received \_\_\_\_\_

Addendum #3 - Date Received \_\_\_\_\_

Addendum #4 - Date Received \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Contact Phone Number

|

**APPENDIX C – REFERENCES**  
**RFP# 080723LW Preschool Direct Services**

**(\*3 references must be included, with valid email addresses and phone numbers, please type or print the information)**

1.

**Client Name:**

---

**Address:**

---

**Services Provided:**

---

**Date(s)of services:**

---

**Contact Name & Title:**

---

**Phone No:**

---

**Email Address:**

---

2.

**Client Name:**

---

**Address:**

---

**Services Provided:**

---

**Date(s)of services:**

---

**Contact Name & Title:**

---

**Phone No:**

---

**Email Address:**

---

3.

**Client Name:**

---

**Address:**

---

**Services Provided:**

---

**Date(s)of services:**

---

**Contact Name & Title:**

---

**Phone No:**

---

**Email Address:**

---

**APPENDIX D - NON-COLLUSION CERTIFICATE**  
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

**RFP# 080723LW Preschool Direct Services**

I HEREBY CERTIFY that I am the \_\_\_\_\_ and the duly authorized

representative of \_\_\_\_\_

whose address is \_\_\_\_\_ and

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

(a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the RFP or offer being submitted herewith;

(b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFP price or price proposal of the bidder or Vendor herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFP or offer is submitted.

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

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

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

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

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

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

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

**APPENDIX E - DEBARMENT AFFIDAVIT**  
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

**RFP# 080723LW Preschool Direct Services**

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

- (1) The prospective participant certifies to the best of its knowledge, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) The prospective participant and its principals have not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) The prospective participant and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses in Paragraph 2 of this certification.
- (4) The prospective participant and its principals have not, within a three (3) year period preceding this application/proposal, had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- (5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of:

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

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

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

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

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

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

**APPENDIX F- ANTI-BRIBERY AFFIDAVIT**  
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

**RFP# 080723LW Preschool Direct Services**

\_\_\_\_\_, being first duly sworn deposes and says that he is an officer in the organization known as \_\_\_\_\_ and the party making a certain proposal or RFP dated, \_\_\_\_\_20\_\_\_\_, to the Shelby County of Education:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of:

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

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

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

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

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

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

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

**RFP# 080723LW Preschool Direct Services**

VENDOR NAME: \_\_\_\_\_

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

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

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

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

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

<b>TYPE OF COVERAGE</b>	<b>MINIMUM REQUIRED LIMITS</b>	<b>POLICY OR BINDER NUMBER</b>	<b>ACTUAL LIMITS PROVIDED</b>	<b>EXPIRATION DATE</b>
COMMERCIAL GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL GENERAL LIABILITY AGG	\$2,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE			
EMPLOYERS LIABILITY	\$1,000,000			
WORKMAN'S COMP	\$1,000,000			

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

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

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

- SCBE is hereby named as Additional Insured.
- The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to SCBE.

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

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

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

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

SCBE is hereby named as Additional Insured.

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

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

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

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

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

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

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



**Issued Date: 01/29/13**

**Revised: 08/31/21**

## **LOCAL PREFERENCE PURCHASING**

### **I. PURPOSE**

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

### **II. SCOPE**

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

### **III. DEFINITION**

A. Local Preference Purchasing means giving preference to businesses located within Shelby County, Tennessee in the purchase of personal property, materials, and contractual services and in constructing improvements to real property or to existing structures.

B. Local Business means a vendor or contractor who holds a valid license to do business in Shelby County, Tennessee; has a street address within the limits of said locality for a continuous period of at least six (6) months prior to bid or proposal opening date; and has proof that Shelby County Personal Taxes are current (applies to local businesses who have been doing business in Shelby County, Tennessee for a year or more).

#### **IV. POLICY STATEMENT**

The Shelby County Board of Education recognizes that a significant amount of funds are spent on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The Board also recognizes that dollars used in making purchases are derived largely from revenues generated from businesses located within Shelby County, Tennessee. The Board believes that funds generated in the community should be placed back into the local economy. Therefore, it is the policy of Shelby County Board of Education to provide a preference to local businesses in procurement transactions whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

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

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

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

#### **Exceptions**

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

#### **Restrictions**

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

## **V. RESPONSIBILITY**

- A. The "users" of services are responsible for furnishing an objective evaluation of their needs and for identifying the specifications of the services to be delivered.
- B. The Chief Financial Officer is responsible for developing final specifications and obtaining all bids, requests for proposals, and contracted service agreements.
- C. The Chief Financial Officer is responsible for ensuring that all services have been properly approved and all procedures followed before signing contractual agreements.
- D. The Superintendent is responsible for ensuring compliance with this policy.

**APPENDIX I- COMPENSATION/PRICING SCHEDULE**

**RFP# 080723LW Preschool Direct Services**

Name of Organization: \_\_\_\_\_  
 Zip Code: \_\_\_\_\_  
 Classroom Address: \_\_\_\_\_  
 Classroom # (1,2,3....) \_\_\_\_\_

**\*\*NOTE: Respondent must provide proposed budget for one (1) classroom only on the Pricing schedule for each year options (i.e. Year 1, Year 2 Optional Renewal and Year 3 Optional Renewal). If the respondent is proposing a budget for more than one (1) classroom, please provide one Pricing schedule per classroom location providing the information above per each location.**

**If you have more than 1 classroom- provide cost for year 1, 2, 3. Example: for classroom 1: provide year 1, 2, 3, for classroom 2: provide year 1, 2, 3, etc. All Total fields must be populated – if you do not charge for that category – please enter a zero in the total field for that category.**

**Year 1**

**PROPOSED BUDGET**

Cost Description	Number of Employees	Cost for each salary role	Total cost of salary
<b>Salaries:</b>			
Center Director			
Teachers			
Teacher’s Assistants			
Clerical Personnel			
Custodians			
<b>Total Salaries</b>			
			<b>Fringe Benefits Cost</b>
<b>Fringe Benefits</b>			
FICA			
Health & Dental Insurance			
Retirement			
<b>Total Fringe Benefits</b>			
			<b>Supplies Cost</b>
<b>Supplies</b>			

Office Supplies		
Child and Family Services Supplies		
Janitorial Supplies		
Food		
<b>Total Supplies</b>		
		<b>Contracts Cost</b>
Contractual		
Other Contracts		
Other Contracts		
<b>Total Contracts</b>		
		<b>Other Cost</b>
<b>Other</b>		
Rent		
Utilities		
Building / Child Liability Insurance		
Building Maintenance & Repairs		
Local Travel		
Publication & Printing		
Postage		
Parent Services		
Classroom Field Trips		
Other		
<b>Total Other</b>		
<b>Total Budget</b>		
<b>Total Matching (20%)</b>		

**Year 2 Optional Renewal**

**PROPOSED BUDGET**

<b>Cost Description</b>	<b>Number of Employees</b>	<b>Cost for each salary role</b>	<b>Total cost of salary</b>
<b>Salaries:</b>			
Center Director			
Teachers			
Teacher’s Assistants			
Clerical Personnel			
Custodians			
<b>Total Salaries</b>			
			<b>Fringe Benefits Cost</b>
<b>Fringe Benefits</b>			
FICA			
Health & Dental Insurance			
Retirement			
<b>Total Fringe Benefits</b>			
			<b>Supplies Cost</b>
<b>Supplies</b>			
Office Supplies			
Child and Family Services Supplies			
Janitorial Supplies			
Food			
<b>Total Supplies</b>			
			<b>Contracts Cost</b>
Contractual			
Other Contracts			
Other Contracts			
<b>Total Contracts</b>			
			<b>Other Cost</b>
<b>Other</b>			

Rent		
Utilities		
Building / Child Liability Insurance		
Building Maintenance & Repairs		
Local Travel		
Publication & Printing		
Postage		
Parent Services		
Classroom Field Trips		
Other		
<b>Total Other</b>		
<b>Total Budget</b>		
<b>Total Matching (20%)</b>		
<b>Total Operating Budget</b>		

**Year 3 Optional Renewal**

**PROPOSED BUDGET**

<b>Cost Description</b>	<b>Number of Employees</b>	<b>Cost for each salary role</b>	<b>Total cost of salary</b>
<b>Salaries:</b>			
Center Director			
Teachers			
Teacher's Assistants			
Clerical Personnel			
Custodians			
<b>Total Salaries</b>			
			<b>Fringe Benefits Cost</b>
<b>Fringe Benefits</b>			
FICA			
Health & Dental Insurance			
Retirement			
<b>Total Fringe Benefits</b>			
			<b>Supplies Cost</b>
<b>Supplies</b>			
Office Supplies			
Child and Family Services Supplies			
Janitorial Supplies			
Food			
<b>Total Supplies</b>			
			<b>Contracts Cost</b>
Contractual			
Other Contracts			
Other Contracts			
<b>Total Contracts</b>			
			<b>Other Cost</b>
<b>Other</b>			



Rent		
Utilities		
Building / Child Liability Insurance		
Building Maintenance & Repairs		
Local Travel		
Publication & Printing		
Postage		
Parent Services		
Classroom Field Trips		
Other		
<b>Total Other</b>		
<b>Total Budget</b>		
<b>Total Matching (20%)</b>		
<b>Total Cost Sharing (80%)</b>		

**APPENDIX J- IT SECURITY  
Vendor Assessment Questionnaire**

**RFP# 080723LW Preschool Direct Services**

Company Name: \_\_\_\_\_ Company Website: \_\_\_\_\_

Responder Name: \_\_\_\_\_ Date of Response: \_\_\_\_\_

**Service Overview**

1. Name of application or service being provided:
2. Description of application or service:
3. What technology languages/platforms/stacks/components are utilized in the scope of the application? (Azure? MySQL? Ruby on Rails? Go? JavaScript?):
4. Is your service run from your own (a) data center, (b) the cloud, or (c) deployed-on premise only Data Center Location(s) (relative to services provided)?
5. Which cloud providers do you rely on?
6. Have you researched your cloud providers best security practices?
7. Which data centers/countries/geographies are you deployed in?

Please attach the following documents for review (if existing)

1. Most recent Application Code Review or Penetration Testing Reports (carried out by independent third party)
2. Information Security Policies and Procedures
3. Data Flow Diagram
4. Any other Documents supporting your responses in this questionnaire (Please provide a description for each document).
5. PCI, SOC2 type II or ISO27001 certification reports
6. Other Independent Audit report (please provide details)

**Data Protection & Access Control**

1. Please describe the company/user data you require to provide your service: personal information, financial data, confidential/sensitive data.

2. How do you encrypt customer data? Please submit all relevant documentation
3. Describe how your organization decides who does and does not have access to sensitive data
4. Please describe your general rules management in relation to role provisioning, deprovisioning, and recertification.
5. Which groups of staff (individual contractors and full-time) have access to personal and sensitive data handed to you?
6. Describe the circumstances in which customer data is allowed to leave your environment?
7. Describe the data retrieval process at termination of contract or engagement and include data format options.

#### Authentication Internal Use

1. Do you have an internal password policy?
2. Do you have complexity or length requirements for passwords?
3. How are passwords hashed?
4. Is MFA required for employees/contractors to log in to production systems?
5. Do internal applications leverage SSO for authentication?

#### Third Party Data Processing

1. Which processors (vendors) access your customer's information?
2. Do these processors (vendors) contractually comply with your security standards for data processing?
3. How do you regularly audit your critical vendors?

#### Policies and Procedures

1. Do you have an Information security risk management program (InfoSec RMP)?
2. Do you have management support or a security management forum to evaluate and take action on security risks?

3. Do you have a dedicated information security team? If so, what is the composition and reporting structure?
4. Do your information security and privacy policies align with industry standards (ISO-27001, NIST Cyber Security Framework, ISO-22307, CoBIT, etc.)?
5. Do you have a policy exception process?
6. Are all employment candidates, contractors and involved third parties subject to background verification (as allowed by local laws, regulations, ethics and contractual constraints)?
7. Are all personnel required to sign Confidentiality Agreements to protect customer information, as a condition of employment?
8. Are documented procedures followed to govern change in employment and/or termination including timely revocation of access and return of assets?
9. Do you have a communication policy that notifies the customer of changes in application or service security changes? If so, please explain or attach.

#### Proactive/Reactive Security

1. How is your network security testing performed? Internal, third parties or both? If so, what is the cadence? Explain your methodology
2. How is your application security testing performed? Internal, third parties or both? If so, what is the cadence? Explain your methodology
3. Please summarize or attach your network vulnerability management processes and procedures?
4. What is your timeframe for patching critical vulnerabilities?
5. What tools do you use for vulnerability management?
6. What tools do you use for application vulnerability management?
7. How do you evaluate patches and updates for your infrastructure?
8. Do you publish a path for responsible disclosure of security vulnerabilities (ie security@ or /security)?
9. If applicable, are all endpoint laptops that connect directly to production networks centrally managed?

10. Describe standard employee issued device security configuration/features (i.e. AV, encryption, antimalware, etc.).
11. Does sensitive or private data ever reside on endpoint devices? How is this policy enforced?
12. How do you limit data exfiltration from production endpoint devices?
13. What systems do you have in place that mitigate classes of web application vulnerabilities? (i.e. WAF, proxies, etc.)
14. Do you have breach detection systems and/or anomaly detection with alerting?
15. Are changes to the production environment reviewed by at least two engineers/operations staff?
16. Are all security events (authentication events, SSH session commands, privilege elevations) in production logged?
17. Is the production network segmented into different zones based on security levels?
18. What is the process for making changes to network configuration?
19. Is all network traffic over public networks to the production infrastructure sent over cryptographically sound encrypted connections? (TLS, VPN, IPSEC, etc.). If there are plaintext connections, what is sent unencrypted?
20. How do you keep aware of potential security vulnerabilities and threats that may affect your service?
21. How do you log and alert on relevant security events? (this includes the network and application layer)?
22. Describe or attach your Security Incident Response Program?
23. How is your Incident Response Plan tested? Include cadence.
24. Do you have a formal service level agreement (SLA) for incident response?
25. Do you have formally defined criteria for notifying a client during an incident that might impact the security of their data or systems? What are your SLAs for notification?

## Customer Facing Application Security

- 1) Please describe how you authenticate users: If passwords are used, describe complexity requirements, and how passwords are protected. If SSO is supported, please describe the available options
- 2) Does application allow user MFA to be enforced by admins?
- 3) Does application support IP whitelisting for user authentication?
- 4) Does your application support standardized roles and permissions for users (i.e. admin, user)?
- 5) Does your application enable custom granular permissions and roles to be created?
- 6) Which audit trails and logs are kept for systems and applications with access to customer data?
- 7) Does your application provide customer administrators with direct access to verbose audit logs (API, export, viewer etc.)?
- 8) Data Retention
- 9) Does your application allow for custom data retention policy for customer data?
- 10) Does your application provide a change log? Can Memphis-Shelby County Schools request copies when necessary?
- 11) Does your application provide a sandbox environment to customers for testing?
- 12) API Management
  - i. How does your application store API keys?
  - ii. Does application support IP whitelisting for API access?
  - iii. Please describe how you authenticate users: If passwords are used, describe complexity requirements, and how passwords are protected. If SSO is supported, please describe the available options

## **Compliance**

- 1) How do you conduct internal audits (audits lead by your personnel) of the service? please describe the scope, remediation process and frequency of audits.
- 2) How do you conduct external (third-party) audits of the service? please describe the scope and frequency of audits.
- 3) Please provide a copy of the most recent report.
- 4) Which IT operational, security, privacy related standards, certifications and/or regulations you do comply with?
- 5) Please provide a copy of the most recent certifications.