

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 November 22, 2023 @ 1:00 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
ON- CALL CUSTODIAL CLEANING 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 jonesta@sck12.org, and received by SCBE no later than November 15, 2023 @ 10:00 AM/CST

ISSUED BY: Toni Jones

RFP # 112223TJ

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 **On-Call Custodial Cleaning Services**. The specifications are contained in the RFP 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 multiple vendors have 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.**

The anticipated begin date of the term will be December 5, 2023. Upon satisfactory services and by mutual agreement SCBE reserves the right to renew the contract. The bidder warrants that prices for the proposal under this RFP are not higher than prices currently extended to any other governmental agency for the same product or services.

- 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 Memphis-Shelby County Schools.

3.0 PRE-PROPOSAL CONFERENCE

There will be a mandatory pre-proposal conference held on **November 14, 2023, at 9:00 A.M. CST.** The mandatory pre-proposal conference will begin in the main office of **Messick Adult Training Center, 703 South Greer, Bellevue, Memphis, TN 38111.** It will be required that your company representative sign in at the **mandatory** pre-proposal conference(s). It shall be the responsibility of each respondent to verify all information so that appropriate and adequate responses can be submitted. **No Proposals from any vendor failing to participate in the Mandatory Pre-Proposal Conference will be accepted.** All questions must be submitted in writing to the Department of Procurement Services based on the date and time indicated in the RFP.

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions must 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 November 15, 2023 @ 10:00 a.m. CST**. Questions that are deemed to be substantive in nature will be responded to in the form of a Questions and Answers and posted on **November 15, 2023 by EOD** on the SCBE website www.scsk12.org/procurement/bids and Daily News. Please do not submit questions in PDF format.

RFP Schedule

RFP Post	November 9, 2023
Pre-Proposal Conference	November 14, 2023 @ 9:00 a.m. CST
Questions Due	November 15, 2023 @ 10:00 a.m. CST
Q&A Post on Website	November 15, 2023, by end of day
RFP Due Date/Time	November 22, 2023 @ 1:00 pm CST
Vendor Presentations	November 27, 2023, tentatively date

5.0 POINT OF CONTACT

Toni Jones, Senior Advisor
jonesta@scsk12.org

6.0 CONTRACT FACILITATOR /SCBE SUPERVISION

The Vendor’s performance will be under the technical direction of the MSCS Custodial Leadership Team 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 the 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. Reductions will be determined on a monthly basis.

Payment for services rendered under the provisions of this Agreement must be made upon receipt of a proper itemized invoice. Such payments must be made monthly on the basis of services already rendered. The style and the details on said invoice must be in written and/or electronic format acceptable to the District. Invoices must be submitted within five (5) business days following the end of each month, and upon verification must be scheduled for payment within ten (10) business days of receipt. Payment for invoices submitted late may be delayed until the following month.

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 must 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 will not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued must become part of the award.

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals must be received at the Procurement Office no later than **November 22, 2023 @ 1:00 pm CST**. Vendors mailing proposals must allow sufficient carrier delivery time to ensure timely receipt of their proposal to the 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 twenty (20) days after opening and 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 one-hundred twenty **(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 must 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 Respondent(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 monies owed or monies which may become due.

In the event the vendors are not reaching the expected cleaning goals, the non-performing vendor will be given a 30-day notice of request to transfer accounts and locations to the highest performing vendor. This notice will be in written form and will outline all infractions.

15.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

In accordance with TN Code Ann. 49-5-413, unless explicitly excluded by statute; and pursuant to Memphis-Shelby County Schools' requirements, Vendors (persons, corporations or other entities) whose employee(s), 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) including part-time and full-time personnel 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 Memphis-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 an 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. All background results must be sent to the MSCS Custodial Department.

The cost of fingerprinting, conducting the criminal records check, and obtaining a Memphis-Shelby County School's identification badge will be the sole responsibility of the Vendor for each of the Vendor's employee(s), subvendor(s), or representative(s). Vendors doing business with MSCS are required to renew their badges annually. The Memphis-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 Memphis-Shelby County Schools' property. For more information regarding fingerprinting, conducting the criminal records check, and obtaining a Memphis-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 must 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 must 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 will 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 must comply with the applicable U.S. and Tennessee Occupational Safety and Health Act Standards.
- B. Specifically, vendors must 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 . 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

If the Services include any type of construction or maintenance of public building, work or other project to be provided under contract having a contract price of more than One Hundred Thousand Dollars and No/100 Dollars (\$100,000.00), then, prior to the commencement of work under the contract, the successful contractor will execute and provide to SCBE a good and solvent bond to the effect that the successful contractor, immediate or remote, in connection with the contract, in lawful money of the United States, as required by Section 12-4-201 of the Tennessee Code Annotated. The bond shall be for at least twenty-five (25%) of the contract price. The bond shall provide that the successful contractor shall promptly make payment when due of all taxes, licenses, assessments, contributions, penalties and interest on the project.

19.0 TERMS AND CONDITIONS

Any contract entered into in connection with this solicitation must 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 Memphis-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 must submit the following: Each submission should include as indicated below.

The proposal must include **One (1) original (labeled), seven (7) copies, 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 must 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 Memphis-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 un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
 - a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Vendor must 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. State of Tennessee Iran Divestment Act Certification, Certification Regarding Lobbying, and State of Tennessee Non-Boycott of Israel Certification Forms (Appendix J)
12. Minimum Supplies and Equipment List (Appendix K)

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 proposal 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.
- B. 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.
- C. If applicable, SCBE Policy 2011 Local Preference Purchasing will be applied accordingly. Please see Appendix H for policy details.
- D. 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.
- E. 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.
- F. 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

Evaluation Criteria	Major
	Weights
Qualifications / Experience/References	20%
Quality Assurance/Customer Service	20%
On-Call Plan	25%
Cost	30%
Financial Stability	5%
Total	100%

PART V: SCOPE OF SERVICES (DETAILS)

1.0 THE SERVICES

1.0.1 Daily and weekly (short-term) 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:

This is a full service contract for on-call custodial cleaning services for all schools, athletic facilities and central office locations. Successful respondents(s) will be required to furnish all cleaning supplies and operational equipment (see Appendix #K). Other supplies/equipment may be requested.

General Description & Scope of Work

I. Summary of Work

The selected Proposers shall provide (“On-Call Custodial Cleaning Services”) as requested by MSCS from time to time for various cleaning services and duties as identified in the General Cleaning Summary.

The On-Call Custodial Cleaning Services shall include, but not be limited to:

Vendor(s) will be responsible for performing general cleaning tasks such as empty wastebaskets and replace liners; clean all windows; clean and sanitize counters, desk tops and sinks etc.; dust mop all composition floors (with chemically treated dust mop); mop composition floors with all-purpose cleaner; Vacuum all carpets and rugs; clean carpet to remove all stains, spills, and soiled spots/ carpet care carpeted areas to include shampooing; vacuum walk-off mats; Empty pencil sharpeners and clean wall around pencil sharpener; Check safety of ramps, steps, and porch at portable classrooms. Report any unsafe conditions to School staff; Remove fingerprints from doors, frames, light switches, kick plates, handles and railings; Must provide daily buffing program for high traffic areas when requested; Additional non-cleaning tasks and assistance are required according to their job description i.e., moving furniture, etc.; Low dust all horizontal surfaces to hand height (70”); High dust above hand height horizontal surfaces, including shelves, ceilings, moldings, pipes, ducts, heating, outlet etc.; Clean window ledges; Clean desktops; Vacuum chalk rails and/or damp wipe; Remove dust and cobwebs from ceiling areas and lights; Lead custodian to assist school staff needed including entire classrooms, and office relocations; Check restrooms throughout the school day minimum frequencies are three times before lunch and three times after lunch and as required throughout operations; Empty wastebaskets/dispensers and replace liners; Clean, sanitize, and polish all vitreous fixtures including toilet bowls; Clean and polish chrome fittings; Clean and sanitize toilet seats; Clean and polish glass and mirrors; Wash and sanitize exterior of containers; Remove spots, marks, stains, and splashes from wall area and counter tops; Clean partitions; Sweep floors; Mop floors with germicidal disinfectant daily and as required; Fill expendable supplies in restroom dispensers; Wash and sanitize metal partitions; Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, etc.; wash and sanitize interior of wastebaskets or as required; Clean walls thoroughly with cleaning and sanitizing solution; Low dust horizontal surfaces to hand height (70”); Clean baseboards; police and remove trash and debris from entire campus and dumpster areas; remove trash from exterior trash cans.

Respondent shall provide all labor, equipment, tools, chemicals, supplies, and materials necessary to complete each On-Call Project.

The selected respondent shall provide the specified services either directly or through subcontractors.

All prospective subcontractors shall be submitted to MSCS for approval.

The specific scope of work, including assignments and POCA (Plan of Corrective Action), if applicable, for each On-Call Service will be set forth and provided by MSCS to the selected respondent in writing.

Respondent please be aware that On-Call Services will not exceed 30 days.

On-Call Cleaning Services can include floorcare (including buffing stripping and waxing) MSCS will provide equipment and supplies in this case.

In addition to the cleaning services referenced above, the On-Call Custodial Cleaning Services shall include all related:

- Investigation;
- Planning and scheduling;
- Supervision;
- Coordination;
- Closeout;
- Sign-offs; and
- Inspections.

If a particular On-Call Service requires work that is outside the capacity of a selected respondent, such respondent may subcontract for any work and materials necessary for it to meet its obligations under the proposed contract; provided that MSCS approves the subcontractor(s) in advance and the selected respondent provides all required site management and supervision.

II. On-Call Project Procedure and Response

A. Upon notification by MSCS of a pending On-Call Service, unless otherwise directed by MSCS, the selected

Respondent shall:

1. coordinate with MSCS to gain access to the site and receive directives within one (1) hour of such notification,
2. Respondent will receive instructions from MSCS representative regarding areas of service once on site,
3. Upon confirmation of services that will be provided, respondent will submit to MSCS a written estimate, including cost, timeline, brief project narrative, and estimated time required to complete the work identified to be completed for the On-Call Services.
4. In the event that sufficient information is not available to submit the Project Proposal within the specified period of one (1) hour, MSCS will move to the next available respondent.

B. Failure to respond to an On-Call Service Request notification by MSCS, to provide services for a site within the timeframes referenced above, unless an extension is approved in advance and in writing by MSCS more than two times during the course of the awarded Respondent's contract term shall be grounds for termination of Respondent's Contract for cause by MSCS.

Qualifications & Experience:

- Business Tenure: number of years the business has been in existence
- Experience in cleaning services for K-12 education or custodial services for a large multiple facility

Requirements

- Respondent provides evidence of having the ability to provide quantity assurance and quality supervision as well as how respondent will keep the staff adequately perform the required custodial cleaning services. In the event the vendor is short of staff, they should procure other resources or other custodial vendors to meet the need.
- Respondent must provide evidence of having the ability to provide services for special events.
- Respondent must provide evidence of professional services to provide labor, supervision, required equipment, and supplies to perform cleaning services described in the RFP.
- Respondent must provide evidence of having the ability to provide all cleaning services per the RFP project plan indicating how respondent will meet or exceed the required cleaning services at each location.
- Respondent must provide evidence of having a contingency cleaning service plan for any unforeseen circumstance such as equipment failure or staff no shows.
- Respondent must provide evidence of having a transition plan for overtaking the cleaning services from the current contractor to their company.
- Respondent must provide required AHERA and OSHA training to personnel as well as any training deemed necessary by MSCS. Respondent must ensure proper training related to cleaning is provided to all employees and new hires
- Respondent must provide insurance, per the RFP specifications.
- Respondents must provide evidence of staffing attendance at each location with submitted invoices for payment.
- Respondents are highly encouraged to pay employees a minimum pay of \$15/Hr.

On-Call Plan

- Respondent must demonstrate the ability to provide qualified personnel with experience in cleaning schools. Organization Chart for this project (include supervision) Provided company training manual.
- Respondent must provide evidence of having the ability to provide a quality control process for handling claims arising from accidents or other incidents.
- Respondent must provide evidence of having the ability to handle pandemic events, the handling of special wastes and other non-standard events.

1.2 Respondent Responsibilities

For the purpose of this proposal, SCBE has divided its locations into four (4) zones. Lists for each of these areas are attached with names of locations, addresses, approximate square footages, staffing recommendations and work schedules. Square footage of each facility is provided for reference only and successful respondent(s) reserves the right to adjust staffing based on building utilization. Please note this information may contain some variances, but price quotations should be based on the attached. SCBE reserves the right to award services to one respondent or multiple respondent(s) in its best interest, a price is requested by square footage. **(See Pricing Schedule Form, Appendix I)**

Prices quoted shall be guaranteed firm for a minimum one (1) year from date of award. The cost for each optional renewal year shall not exceed the previous year's Consumer Price Index with a cap of 3%. The option to renew for one (1) additional one (1) year term, if agreeable by all parties, pricing cannot exceed the previous year's Consumer Price Index with a cap of 3%. In addition, Respondent must explain in RFP response how company handles increases due to Federal Minimum Wage Law with increase in cost during the term and any renewal year. MSCS reserves the right to begin the contract earlier than **December 5, 2023**, if agreeable with successful Respondent(s). Summer and district breaks (fall break, winter break, and spring break) cleaning will be flexible on and/or around holidays. All required summer cleaning must start no later than June 1st and be completed prior to August 1st of each year. Vendor must make appropriate accommodations to provide cleaning services during summer programs if requested.

1.3 SCBE Responsibilities-

1.3.1 SCBE will provide all potential Respondents with the following:

- A. Walk-Through Mandatory Site Visit: There will be a total of one (1) **mandatory** site location that will take place on **November 14, 2023**, from 9:00am CST – 10:00 a.m. CST **Merrick Training Center, 703 South Greer, Memphis TN 38111**
- B. Sites identified will require an on-site staff guided walk-through; respondents will only be allowed to perform detailed inspections

of the pre-selected sites. During inspections, respondent representatives may discuss facility characteristics with on-site staff, but no pictures shall be taken and only SCBE can make decisions regarding the service levels specified in this RFP.

C. SCBE will provide changes, modifications, or updates during the proposal preparation and review period.

1.3.2 The SCBE designated person will be the primary point of contact between the successful Respondent(s) and the District.

1.3.3 Throughout the full year of the contract, SCBE will evaluate the performance of the custodial services as they are rendered which will be on an on-call basis/as needed basis. Respondent(s) will be required to perform inspections whenever services are requested/rendered and be proactive in addressing all problems with SCBE personnel to ensure maximum quality control. Respondent(s) will be informed of deficiencies in writing by the Director of Custodial and Grounds Operations. Failure to respond timely and take corrective actions may result in contract termination.

1.4 Deliverables Required of a Successful Contractor

1.4.1 The successful respondent(s) must employ at all times the quantity of personnel and supervision based on industry standards and quality of personnel and supervision necessary for the effective and efficient management of custodial operations.

1.4.2 Respondent(s) implementation timeline to include summer cleaning if requested.

1.4.3 Respondent(s) to utilize safe cleaning procedures at all times and will accept responsibility for personal injury to respondent(s) employees, students and staff during performance of service under this contract.

1.4.4 The majority of the detail cleaning will be done after students leave the premises. Cleaning required during school hours is to be done with minimum disruptions to the instructional process. The right is reserved to change and/or adjust hours based on special events.

1.4.5 Respondent(s) to emphasize safety during use of powered and non-powered equipment. Use of internal combustion engines and propane equipment is not allowed. In the event

of personal and/or property damage, SCBE will determine the extent and liabilities of the parties involved.

- 1.4.6 For all operations where furniture and equipment must be moved, no chairs, p.m. wastepaper baskets or other similar items shall be stacked on desks, tables, or sills. Upon completion of work, all furniture and equipment is to be returned to its original position.
- 1.4.7 Most Special Education and Functional Skills classrooms have restrooms and/or kitchens that will require cleaning twice daily and once at night.
- 1.4.8 Employee hours worked, sick, vacation per day, per week If property damage results from respondent's negligence, cost to repair or replace will be deducted from monies due successful respondent(s). This includes but is not limited to facility damage resulting from operator errors and/or faulty equipment and loss of building keys. Reimbursements will be due within thirty (30) business days from notification.
- 1.4.9 The lack and/or omission of detailed specifications do not minimize acceptable levels of service and only the best commercial practices are acceptable.
- 1.4.10 All equipment is to be safe and in good working order. All equipment is to have safety features and accessories where applicable as required by existing (OSHA) standards and/or other laws. Safety inspection reports are to be available on job sites at all times. If any equipment is found to be unsafe and not in good working order, the equipment is to be removed from the site and replaced within one (1) business day with acceptable equipment.
- 1.4.11 Service provider must have access to equipment, such as industrial dehumidifiers, air scrubbers and similar equipment, necessary for remedial actions, within a two (2) hour time frame of request.
- 1.4.12 Custodial contractor will be responsible for submitting backup documentation along with the monthly pay request:
District Location (school)
Custodial contractor will provide a list of all employees at each location when requested by MSCS Custodial Leadership; including Employee First and Last Name, School assignment, date of hire, current status (new hire or terminated)

- 1.4.13 Custodial services are to be provided after all school-related functions at no additional cost to SCBE. Such functions will include but are not limited to the following: athletics, band, fine arts, before and after care programs, etc. Service provider will operate staff from:
6:45am to 9:00 pm for Elementary
6:15am to 11:00 pm for Middle and High Schools
4:00pm to 11:00 pm for SCIAA Athletic Stadiums
- 1.4.14 Custodial contractor will provide a single point of contact/account manager to SCBE.

1.5 Employment Standards

- 1.5.1 All personnel must be trained with required AHERA training on asbestos and required OSHA training. Any additional training deemed necessary by SCBE must be supplied by a successful respondent. Successful respondent(s) must furnish records of training to SCBE. Supervisor must be present when any and/or all training occurs.
- 1.5.2 Respondent(s) employees are to wear uniforms and SCBE Vendor ID badges at all times while performing services in SCBE respondent(s) are responsible for paying for SCBE Vendor ID badges at a cost of \$30 each. Employees not wearing uniforms and ID badges will be sent from the location. Cleaning must be completed without the employee.
- A. Respondent(s) employees must have SCBE Vendor ID badges at all times while performing services in SCBE District buildings and athletic facilities. Employees not wearing ID badges will be sent from the location. Cleaning must be completed without the employee.
- 1.5.3 The Respondent(s) is expected to accept responsibility and provide personal supervision for those persons employed by the Respondent(s). Supervision is required.
- 1.5.4 All supervisors shall have a thorough knowledge of cleaning procedures, supplies, and equipment in order to properly train and direct employees and provide quality control.
- A. All vendor employees should have thorough knowledge of cleaning procedures, supplies, and equipment. It is the vendor's responsibility to

supervise, train, retain, and take appropriate measures to ensure SCBE cleaning standards are met at all times.

- 1.5.5 Respondent(s) shall work with the SCBE Director of Custodial and Grounds Operations to coordinate and document all initial and quarterly safety training sessions. New employee training shall be documented and shall take place before employees are allowed to begin work for the SCBE.
- 1.5.6 In addition to custodial services personnel, lead custodians are required to maintain facilities during school hours. If the assigned lead custodian is not on site, an alternate lead custodian must be on site within one (1) hour. The supervisor is required to complete the responsibilities until the alternate arrives. Respondent must provide the number of Leads, number of full-time employees and number of part-time employees for each location site.
 - A. Respondent's personnel (lead persons) must be trained on procedures for properly handling on-site emergencies, i.e., how to cut off water valves and who to call, etc.
- 1.5.7 Custodial services personnel are to maintain a professional appearance and demeanor at all times with students, staff and administrators. All respondent employees must be fluent in English and able to communicate with administration at all locations. At no time will earbuds, headphones, radios, PDA's, or wireless Bluetooth devices be allowed during working hours. Conversation should be minimal. Inappropriate behavior of any kind, verbal or otherwise, will be grounds to have respondent(s) immediately removed and replace employee.
- 1.5.8 Custodial personnel are to resolve custodial service problems from administrators, faculty and staff by clarifying the customer's complaint; determine the cause of the problem; select and implement the best solution to solve the problem; expedite corrections or adjustment; and follow up to ensure resolution and customer satisfaction

1.7 **Rights of SCBE**

- 1.7.1 SCBE reserves the right to award to one (1) respondent or multiple respondents. See Request for

Pricing Schedule Form (Appendix I). RFP award will be made to the most responsive/cost effective respondent(s) meeting all of the requirements of SCBE.

- 1.7.2 SCBE reserves the right to require a Performance, Materials and Labor Bond from the successful bidder. In such an event the documented cost for the Performance, Materials and Labor Bond will be reimbursed to bidder. If a notarized Performance, Materials and Labor Bond is required by the Owner the notarized Performance, Materials and Labor Bond must be from an insurance company licensed in the State of Tennessee for 100% of the contract amount awarded. If required the notarized Performance, Materials and Labor Bond must be provided to the Director of Purchasing.
- 1.7.3. SCBE must approve all cleaning procedures, chemical supplies and equipment used. All supplies and equipment must meet or exceed all Federal, State and Local Codes. SDS Safety Sheets (Safety Data Sheets) must be provided on all supplies and/or equipment. Only Spartan Chemical brand products including hand soap and hand sanitizers are authorized for use. SCBE promotes the use of certified and cost-effective green cleaning products. Failure to comply will be grounds for immediate contract termination.
- 1.7.4 By agreeing to provide goods or services to any school within the SCBE, you are attesting that you are aware of your obligations under T.C.A 49-5-413(d) to ensure that all of your employees who have any contact with students of the SCBE or to children in a SCBE child care program or who have access to the grounds of any SCBE when children are present have done the following:
 - A. Supplied a fingerprint sample and submitted to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to having any contact with SCBE children or entering the grounds of any SCBE School.
 - B. Successfully passed the aforementioned criminal history records check. If the criminal history records check indicates that the employer or employee has been convicted of an offense that, if committed on or after July 1, 2007, is classified as a sexual offense in T.C.A. 40-39202(17) or a violent sexual offender in T.C.A 40-39- 202(25) the employee may not enter the grounds of any SCBE or have

direct contact with students of the SCBE or to children in a SCBE's child care program.

You are also agreeing that if one of your employees commits a sexual offense as defined in 40-39-202(17) or violent sexual offense as defined in 40-39-202(25) after you have conducted your initial criminal history check on such employee, said employee will notify you of the offense and you will subsequently not permit that employee to have contact with students of the SCBE or to children in a SCBE child care program or to enter the grounds of any SCBE school.

You also agree and understand that your failure to satisfy all of the requirements of T.CA 40-39-202(17) will be deemed to be a material breach of this contract which could subject you to breach of contract damages.

- 1.7.5 Respondent(s) and their employees will be expected to adhere to all applicable SCBE Board Policies and Procedures.
- 1.7.6 The employees of the SCBE shall avoid any engagement in which a conflict of interest could interfere with the duties and responsibilities designated by the School Board of Education and which would reflect in a manner detrimental to the system. Any pecuniary transaction, directly or indirectly, by a professional employee or member of the Board of Education concerned with supplying books, maps, school furniture, and/or other apparatus to the school system of employment or to act as agent for anyone is expressly forbidden by statute. (Board Policy #4003)
- 1.7.7 Successful respondent(s) will be required to submit detailed payroll records that is generated directly from the payroll system. This information along with payroll forms and headcount of actual number of employees (no duplicates) must be available for review by the school system upon request.
- 1.7.8 Successful respondent will be required to sign a contract for said services based on RFP specifications and their proposal response, as well as written and/or electronic communications received from respondent in the evaluation process. In addition, include a copy of any contract your firm may require with your proposal. Negotiations may be undertaken with the respondent whose ability, qualifications, experience, financial term show them to be best qualified, responsible and capable of performing the work addressing the needs of the district.

- 1.7.9 SCBE reserves the right to request any additional information deemed necessary in the evaluation of this RFP. Requested information shall be submitted within five (5) business days from the date of request.
- 1.7.10 Companies submitting RFPs must, if deemed necessary, be willing to meet with the SCBE officials, at the Respondent's expense, to discuss their proposal. SCBE shall not bear any costs or obligation with regard to the preparation of a proposal.
- 1.7.11 Proposals are to be valid for a minimum of one (1) year from the due date.
- 1.7.12 The terms, conditions and specifications listed in this proposal constitute the total terms and conditions that will be acceptable. SCBE will not be bound by conditions other than those stated. The RFP award will be made to the best responsive vendor meeting the requirements of SCBE.
- 1.7.13 SCBE reserves the right to reject any or all responses, waive defects or informalities in responses and to make awards as deemed to be in its best interest. Award will be made to the best Respondent(s) to be determined by the SCBE, if awarded.
- 1.7.14 Any future location additions or reductions to contract(s) will be based on the average square footage costs from Respondent(s) Request for Pricing Sheet.
- 1.7.15 Refer to the SCBE website at <http://www.scsk12.org> for additional information about the school system and each school, i.e., hours, events, etc.
- 1.7.16 **NON-APPROPRIATION OF FUNDS:** Notwithstanding any other provision of this Contract, funds for this Contract maybe payable from state, federal and or local appropriations. In the event that no funds or insufficient funds are appropriated and budgeted for monetary obligations which would otherwise be due and owing under the terms of this Contract, this Contract shall become null and void. After such termination of this Contract, the Customer shall have no continuing obligation under the terms of this contract.

Proposal Inclusions

- 1.8.1 Custodial services will be provided for areas requested for service by MSCS Custodial Leadership Team of the SCBE. See attached lists for location names, addresses, square footages, required work hours and personnel etc.

The square footage represents in most cases classrooms, office space, hallways, restrooms, entryways, cafeteria, library, stairwells, gym, locker rooms, auditorium, and closets. Please be aware that these services will be area specific and may not be all inclusive.

- 1.8.2 Proposals should provide a straightforward and concise presentation, adequate to satisfy the requirements of the Request for Proposal (RFP). Emphasis should be on completeness, clarity of contents and responsiveness to the RFP. Proposals should be structured to respond to the RFP specifications. **NO ALTERNATIVE CLEANING MODELS WILL BE ACCEPTED.** All respondents' proposals should include all of the following:

Respondent Profile:

- I. Executive Summary: to include cost structure (profit, wages, purchases, and overhead).
 - II. Company Organization and Personnel Qualifications (Include experience in cleaning schools).
 - III. Organization Chart for this project (include supervision)
 - IV. Staffing Ratio for Project (If applicants are not US citizens, then a minimum of a three (3) year history is required from country of origin.)
 - V. Recruitment, Background Check (Quick checks are not permitted), Drug-Free Workplace Certification and Training Procedures.
 - VI. Personnel Policy Handbook.
 - VII. Quality Control Procedures. (Standardized process for handling claims arising from accidents or other incidents such as theft associated with cleaning services provider. Including but not limited to a mechanism for reimbursement for SCBE incurred expenses).
 - VIII. Standard Cleaning Procedures including but not limited to handling of pandemic events.
 - IX. List of Supplies and Equipment with specifications.
 - X. References: List three (3) references with a minimum of three (3) customer references where you are currently providing comparable custodial services including large facilities (prefer greater than 3MM sq. ft. and 25+ buildings), multiple facilities, preferably school systems.
- 1.8.3 Respondents will be required to quote on sections as stated on Request for Pricing Sheet (Appendix I). Each section designates the area and the requirements needed to quote a price. Respondents will not be considered for an award if

respondent does not provide a complete proposal and pricing sheet (Appendix I). Please provide a hard copy of your current training model for all your employees.

- 1.8.4 Respondent must provide separate costs for each of the locations.
- 1.8.5 Successful Respondent(s) will submit separate invoices for each area representing monthly charges as stated in the RFP.
- 1.8.6 State monthly and annual charges for all proposals on Request for Pricing Sheet.
- 1.8.7 Successful Respondents must be prepared to provide custodial cleaning services to groups that use SCBE facilities after hours at the same rates as included in this agreement. This shall be billed individually over and above scheduled charges with the event properly identified through the SCBE Planning Office.

General Cleaner

Reports to: Principal / Plant Manager / Zone Supervisor / Vendor's Account and Area Manager

General Cleaning Summary

Under the directions of the Principal, Zone Supervisor, Plant Manager, and supervision of the respondent's Management. Employees in this position perform a variety of routine and special custodial assignments required to ensure a clean and safe learning environment for students in Memphis-Shelby County Schools. **(Specific duties will be identified upon On Call Services Request)**

- Receives work instructions (routine and special) from the Plant Manager/Principal.
- Sweeps, mops, scrubs, and renews floor surfaces utilizing floor scrubbing and polishing machines, vacuum cleaners, shampoo machines and other motorized cleaning equipment.
- Cleans door mats, boiler flues, light fixtures, lamps, window shades/blinds, drinking fountains, chalkboards, walls, rails, heating/air-conditioning units and trash containers as instructed.
- Polices outside grounds area immediately around school facility as required.
- Dusts or polishes furniture, exhibit cases, fixtures, windowsills, doors, trim and related furnishings.
- Washes and/or cleans interior and exterior window and door glass.
- Turns in sweeping mop heads, wet mop heads and wiping cloths for washing.
- Cleans and services lavatories, restrooms, locker rooms and shower rooms.
- Seeks custodial and technical assistance as appropriate.
- Removes broken glass, paper and debris from grounds, play areas and parking lots that may cause an unsafe environment.
- Sweeps or shovels snow and/or ice from outside steps, walks, fire escapes, building entrance and connecting walks as required.

- Collects wastepaper, boxes and other debris and empties into appropriate outside waste containers.
- Moves furniture such as teacher’s desks, file cabinets, bookcases, tables, chairs, student desks and miscellaneous items and equipment as instructed.
- Reports to supervisor items that need repair or any unsafe equipment or condition.
- Ensures that all unneeded lights have been turned off.
- Reports all problems to Lead Custodial Worker or Plant Manager.
- Work to resolve custodial cleaning service problems; determine the cause of the problem; select and implement the best solution to solve the problem; expedite corrections or adjustment; and follow up to ensure resolution and customer satisfaction.
- Performs other related custodial duties that may be assigned.

Approved MSCS Products and Supplies

(All foreign products must be approved by MSCS Custodial Leadership)

Name	Description	Safety
Spar Crème	A mild, abrasive cream cleaner which is great on hard surfaces such as porcelain sinks or brushed stainless steel.	Gloves and goggles should be worn at all times.
Consume Bio-Bowl	A natural citric acid toilet and urinal cleaner formulated with non-pathogenic bacteria for efficient cleaning and maximum odor control. Excellent for water spots and light rust.	Gloves and goggles should be worn at all times.
CX3 Bio-Assist	An extraction carpet cleaner with a superior detergent system that rapidly penetrates and emulsifies grease, oils and ordinary soils. Manufactured with non-pathogenic bacteria, which eliminates residual odors. <ul style="list-style-type: none"> • Dries to a non-tacky powder, which cuts down on carpet re-soiling • Extraction process – dilute CX3 at 2 ounces per gallon of water • Bonnet cleaning – dilute CX3 at 2 ounces per gallon of water 	Gloves and goggles should be worn at all times.
Defoamer	A stable white emulsion formulated to quickly eliminate foam in recovery tanks in carpet extractors and automatic scrubbers. A time and labor saver. <ul style="list-style-type: none"> • Use 1-ounce Defoamer per each 5 gallons of recovery tank or sink capacity • Spray Defoamer in extraction hose and onto sides of recovery tank prior to extraction 	Gloves and goggles should be worn at all times.
Consume Eco-Lyzer	Neutral disinfectant with liquid live bacteria to reduce unpleasant odors in restrooms.	Gloves and goggles should be worn at all times.

WOODFORCE Maintainer-Strategic Cleaner	A ready-to-use dust mop treatment designed for use on natural hardwood floors. The liquid is non-flammable and has a fresh scent.	Gloves and goggles should be worn at all times.
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Name	Description	Safety
	<ul style="list-style-type: none"> Greatly reduces the wear and abrasion of the wood finish coating Use as a dust mop treatment daily – simply spray on the dust mop head and proceed Used on gym floors, auditorium stages and other natural wood floors 	
Dust Mop/Dust Cloth	<p>A ready-to-use water emulsion treatment designed to increase the dust collecting and holding capacity of dust mops and cloths without causing mop drag.</p> <ul style="list-style-type: none"> Safe to use on hard surfaces Leave no oily residue 	Gloves and goggles should be worn at all times.
Xcelente- X-effect	<p>A neutral PH floor cleaner for daily mopping of wax floors. Quickly removes dirt, ice melt residue and other surface soils. Damp Mop dries quickly and leaves no residue or haze, will not harm finishes.</p> <ul style="list-style-type: none"> Use in a mop bucket; 2 ounces per gallon of water Can be used in automatic scrubbers; 2 ounces per gallon of water 	Gloves and goggles should be worn at all times.
#15 Clean by Peroxy	<p>This product is used for all purposes cleaning walls, furniture and counter tops. Controls odors and lifts dirt away. Green Seal approved.</p> <ul style="list-style-type: none"> Used in the Clean on the Go System at 6 ounces per gallon of water Used for shower scrubbing restroom floors at 10 ounces per gallon of water 	Gloves and goggles should be worn at all times.
TB Cide Quat	Ready to use cleaner/disinfectant designed to provide effective cleaning, deodorizing, and disinfection.	Gloves and goggles should be worn at all times.
#256 Green Solution Disinfectant-Halt	GS High Dilution Disinfectant 256 is a phosphate-free formulation designed to provide effective cleaning, deodorizing, and disinfection.	Gloves and goggles should be worn at all times.
#18 Bio Renewables Glass Cleaner	Clean on the Go Bio Renewables Glass Cleaner is a bio-based product designed to clean mirrors, glass and Plexiglas® surfaces.	Gloves and goggles should be worn at all times.

Name	Description	Safety
#1 NABC Concentrate	<p>NABC is a concentrated disinfectant specifically designed to clean and disinfect all non-porous restroom surfaces. Deodorizes all restroom fixtures with a unique, light floral fragrance.</p> <ul style="list-style-type: none"> Used in the Clean on the Go System. 	Gloves and goggles should be worn at all times.
Bounce Back	<p>A floor restorer formulated with thermoplastic polymers and detergents for fast and easy finish touch-ups.</p> <ul style="list-style-type: none"> Dilute 20 ounces of product to 4 gallons of water Apply with rayon mop, with a can liner in mop bucket 	Gloves and goggles should be worn at all times.
Green Solutions AllPurpose Cleaner	<p>Environmentally manufactured product designed to emulsify and remove soils. No dyes, silicates, butyls or solvents.</p> <ul style="list-style-type: none"> For shower scrubbing, mix at 4 ounces per gallon of cool water Suited for all Spartan Chemical floor finishes For cafeteria mopping, mix at 1 ounce per gallon of cool water 	Gloves and goggles should be worn at all times.
Shine line-Emulsifier Plus Stripper	<p>High performance speed stripper. Quickly removes heavy buildups and burnished floor finish. Enhances time and labor-saving benefits. Use with ultra-high-speed floor care systems. May be used with hot or cool water. Mop on. Agitate. Remove remaining solution easily with a mop, wet vac or automatic scrubber. Lightly scented, Shine line Emulsifier Plus contains a light fragrance...is pleasant to use. Biodegradable. Phosphate free.</p> <ul style="list-style-type: none"> Can be used at different dilution ratios Normal dilution is 12 oz./gal. For heavy build-ups, 64 ounces per gallon of water is recommended 	Gloves and goggles should be worn at all times.
I Shine Floor Finish	<p>25% high solids floor finish that is manufactured with optical brighteners to intensify the flooring color. The optical brighteners allow deep penetrating shine through.</p> <ul style="list-style-type: none"> Will not discolor or yellow Durable with excellent scuff mark resistance Apply with a rayon mop and can liner in mop bucket 	Gloves and goggles should be worn at all times.
Floor Front Floor Finish	<p>20% high solids floor finish that is manufactured zinc free and green seal certified.</p> <ul style="list-style-type: none"> Will not discolor or yellow Durable with excellent scuff mark resistance Apply with a rayon mop and can liner in mop bucket 	Gloves and goggles should be worn at all times.

Custodial Cleaning Operations Basic Cleaning Frequencies

- Restrooms are to be cleaned and disinfected a minimum of 4x's a day (2x's during am hours, 1x during pm hours, & the end of shift). Shower Scrub restroom floors once a week.
- Shower Scrub locker room floors 1x a week, clean walls and disinfect daily.
- Multipurpose and Gymnasiums are to be cleaned and disinfected daily.
- Common areas are to be cleaned and disinfected a minimum of 2x's a day (during lunch & the end of the day).
- Any additional cleaning frequencies will be conducted upon request or as required in order to continue to provide a safe and healthy environment.

Services should also include provisions for the following items:

- Purchase of supplies
- Purchase of equipment
- Deep cleaning/pandemic response

Cleaning Instructions and Frequencies:

I. Classrooms (Including Portable Classrooms)

A. Daily (Five (5) days per week)

- Empty wastebaskets and replace liners
- Clean all windows
- Clean and sanitize counters, desk tops and sinks etc.
- Dust mop all composition floors (with chemically treated dust mop)
- Mop composition floors with all-purpose cleaner
- Vacuum all carpets and rugs
- Clean carpet to remove all stains, spills, and soiled spots/ carpet care carpeted areas to include shampooing
- Vacuum walk-off mats
- Empty pencil sharpeners and clean wall around pencil sharpener

- Check safety of ramps, steps, and porch at portable classrooms. Report any unsafe conditions to School staff
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings
- Must provide daily buffing program for high traffic areas
- Additional non-cleaning tasks and assistance are required according to their job description i.e., moving furniture, etc.
- Low dust all horizontal surfaces to hand height (70")
- High dust above hand height horizontal surfaces, including shelves, ceilings, moldings, pipes, ducts, heating, outlet etc.
- Clean window ledges
- Clean desktops
- Vacuum chalk rails and/or damp wipe
- Remove dust and cobwebs from ceiling areas and lights
- Lead custodian to assist school staff needed including entire classrooms, and office relocations

B. Weekly

- Clean baseboards
- Spray buff compositions floors, must provide weekly buffing program for low traffic areas;
- Additional non-cleaning tasks and assistance i.e., moving furniture etc.

C. Semi-Annually

- Clean and sanitize entire surfaces of student's desks and chairs
- Refinish all composition floors
- Clean and sanitize carpet to remove all stains, spills, and soiled spots/ carpet care on all carpeted areas to include shampooing

II. Offices (Administration, Library, Gym, Cafeteria, Coaches, Teacher Lounges, Parent Centers, etc.)

A. Daily (Five (5) days per week)

- Empty wastebasket and replace liners
- Dust furniture and fixtures, including desks, chairs, tables, lamps, etc.

- Dust interior window ledges
- Clean all windows and glass partitions to hand height
- Clean desktops
- Dust mop all composition floors (with chemically treated dust mop)
- Mop composition floors with all-purpose cleaners
- Vacuum carpet
- Clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates, and handles
- Low dust horizontal surfaces to hand height (70")
- High dust above hand height horizontal surfaces, including shelves, ceilings, moldings, pipes, ducts, heating outlets, etc.
- Remove dust and cobwebs from ceiling areas
- Dust blinds

B. Weekly

- Clean baseboards
- Clean window ledges
- Spray buff composition floors

III. Teacher Work Area

A. Daily (Five (5) days per week)

- Empty wastebasket and replace liners
- Dust furniture and fixtures, including desks, chairs, tables etc.
- Dust interior window ledges
- Sanitize telephones
- Clean all windows and glass partitions to hand height
- Clean counter tops
- Clean vending machines
- Dust mop all composition floors (with chemically treated dust mop)
- Mop composition floors with all-purpose cleaners
- Vacuum carpet
- Clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, and kick plates, handles and railings

- High dust above hand height horizontal surfaces, including shelving, ceilings, moldings, pipes, ducts, heating outlet etc.
- Low dust horizontal surfaces to hand height (70")

B. Weekly (Friday)

- Spray buff composition floors
- Clean baseboards
- Clean carpet to remove all stains, spills, and soiled spots

IV. Library

A. Daily (Five (5) days per week)

- Empty wastebasket and replace liners
- Dust furniture and fixtures, including desks, chairs, tables, etc.
- Dust interior window ledges
- Clean all window and glass partitions to hand height
- Clean desktops
- Mop all composition floors (with chemically treated dust mop)
- Mop composition floors with all- purpose cleaners
- Vacuum carpet
- Clean carpet to remove all stains, spills and soiled spots /carpet care on carpeted areas to include shampooing
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates,
- Low dust horizontal surfaces to hand height (70")
- Dust all bookshelves (books to remain in place)
- High dust above hand height horizontal surfaces, including shelves, ceilings, moldings, pipes, ducts, heating, outlet etc.
- Clean baseboards
- Clean window ledges
- Clean baseboards
- Remove dust and cobwebs from ceiling areas

V. Cafeteria Area

A. Daily (Five (5) days per week)

- Spot clean interior glass to hand height – after school hours

- Remove trash from cafeteria
- Set up and break down tables as required
- Remove dust and cobweb from ceiling areas
- Sweep and mop
- High dust above hand height horizontal surfaces, including shelves, ceilings, moldings, pipes, ducts, heating, outlet etc.
- Clean during lunch periods (empty trash, and clean up spills)

VI. Common Areas: (Lobbies/Hallways/Corridors/Stairs/Elevators)

A. Daily (Five (5) days per week)

- Clean and sanitize water fountains
- Dust interior window ledges
- Dust mop composition floors with chemically treated dust mop
- Spot mop composition floors with all-purpose cleaner
- Vacuum carpet
- Vacuum walk-off mats
- Clean under entrance mats daily, inside and out
- Sweep and dust stairwell
- Clean all classrooms and hall walls as required
- High dust above hand height (70") all horizontal surface including shelves, molding, ledges, pipes, ducts, heating outlets, etc.
- Remove dust and cobwebs from ceiling areas.
- Dust furniture and fixture

B. Weekly

- Clean baseboards
- Damp clean window ledges
- Spot clean carpet to remove all stains, spills and soiled spots
- Spray and buff all composition floors

VII. Restrooms

A. Daily

- Check restrooms throughout the school day minimum frequencies are three times before lunch and three times after lunch and as required throughout operations
- Empty wastebaskets/dispensers and replace liners
- Clean, sanitize, and polish all vitreous fixtures including toilet bowls

- Clean and polish chrome fittings
- Clean and sanitize toilet seats
- Clean and polish glass and mirrors
- Wash and sanitize exterior of containers
- Remove spots, marks, stains, and splashes from wall area and counter tops
- Clean partitions
- Sweep floors
- Mop floors with germicidal disinfectant daily and as required
- Fill expendable supplies in restroom dispensers
- Wash and sanitize metal partitions
- Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, etc.
- Wash and sanitize interior of wastebaskets or as required
- Clean walls thoroughly with cleaning and sanitizing solution
- Low dust horizontal surfaces to hand height (70")
- Clean baseboard

B. Weekly

- High dust above horizontal surfaces, including shelves, ceilings, moldings, ledges, pipes, ducts, heating outlets, etc.
- Remove dust and cobwebs from ceiling areas
- Machine scrub floors with germicidal disinfectant

VIII. Multi-Purpose

A. Daily (Five (5) days per week)

- Empty wastebaskets
- Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, etc.
- Dust mop floors with chemically treated mop per manufacturers specifications or vacuum all carpeted areas
- Mop floors with germicidal disinfectant daily and as required
- Clean carpeted areas and remove any stains, spills, or soiled spots
- Clean bleachers, remove all trash, sweep, mop and clean floor underneath
- Sweep baseboards

- Replace all plastic can liners in waste receptacles
- Low dust all horizontal surface to hand height (70")

B. Weekly

- High dust above hand height (70") all horizontal surfaces including shelves and molding
- Remove dust and cobwebs from ceiling areas

C. Special Events during regular cleaning operation hours
(Ballgames, Plays, PTA Meetings, Board Meetings etc.)

NOTE: Check and maintain clean restrooms, halls, lobbies, etc. as required during special events.

IX. Gymnasium

A. Daily (Five (5) days per week)

- Empty wastebaskets and trash cans
- Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, etc.
- Dust mop gym floors with 60" chemically treated mop and vacuum all carpeted areas
- Spot mop gym floors
- Clean carpeted areas and remove any stains, spills, or soiled spots
- Clean bleachers, remove all trash, sweep, mop and clean floor underneath
- Sweep baseboards
- Replace all plastic can liners in waste receptacles
- Low dust all horizontal surface to hand height (70")

B. Weekly

- High dust above hand height (70") all horizontal surfaces including shelves and molding
- Remove dust and cobwebs from ceiling areas

C. Special Events during regular cleaning operation hours
(Ballgames, Plays, PTA Meetings, Board Meetings etc.)

NOTE: Check and maintain clean restrooms, halls, lobbies, etc. as required during special events.

X. Auditorium

A. Daily (Five (5) days per week)

- Empty wastebaskets and trash cans
- Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, etc.

- Dust mop floors (including stage floor) with chemically treated mop per manufacturers specifications and vacuum all carpeted areas
- Mop composition floors
- Clean carpeted areas and remove any stains, spills, or soiled spots
- Remove all trash, sweep, mop and clean floor underneath auditorium seating
- Sweep baseboards
- Replace all plastic can liners in waste receptacles
- Low dust all horizontal surface to hand height (70")

B. Weekly

- High dust above hand height (70") all horizontal surfaces including shelves and molding
- Remove dust and cobwebs from ceiling areas

C. Special Events during regular cleaning operation hours
(Ballgames, Plays, PTA Meetings, Board Meetings etc.)

NOTE: Check and maintain clean restrooms, halls, lobbies, etc. as required during special events.

XI. Locker Room/Dressing Room

A. Daily (Five (5) days per week)

- Wash and sanitize interior of wastebaskets or as required
- Clean walls thoroughly with cleaning and sanitizing solution
- Clean, sanitize, and polish all vitreous fixtures including toilet bowls
- Clean and polish chrome fittings
- Clean and sanitize toilet seats
- Clean and polish glass and mirrors
- Wash and sanitize exterior of containers
- Remove spots, marks, stains, and splashes from wall area and counter tops
- Clean partitions
- Check locker rooms and dressing rooms throughout the school day minimum frequencies are three times before lunch and three times after lunch and as required throughout operations
- Empty wastebaskets and trash cans
- Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, etc.

- Mop floors with germicidal disinfectant daily and as required
- Fill expendable supplies in restroom dispensers
- Wash and sanitize metal partitions
- Mop composition floors
- Clean carpeted areas and remove any stains, spills, or soiled spots
- Sweep baseboards
- Replace all plastic can liners in waste receptacles
- High dust above hand height (70") all horizontal surfaces including lockers, shelves and molding

B. Weekly

- Shower Scrub all floors including showers etc.
- Remove dust and cobwebs from ceiling areas
- Clean lockers

C. Special Events during regular cleaning operation hours
(Ballgames, Plays, PTA Meetings, Board Meetings etc.)

XII. Custodial Closets and Mechanical Rooms

- Keep mechanical room area clean and free of furniture, supplies, paper, trash, etc.
Mechanical room are not to be used for storage unless approved.
- Proper labels for supplies
- Posted MSDS sheets
- Maintain a neatly organized room
- Only clean equipment to be stored in closets

XIII. Grounds (Including all Lawns, Sports Fields, Stadiums, Playgrounds and Loading Docks)

A. Daily

- Remove trash and debris from grounds
- Empty trash containers
- Sweep entrances, doorways, walkways, steps and curbs
- Wash and sanitize interior of wastebaskets or as required
- Clean walls thoroughly with cleaning and sanitizing solution
- Clean, sanitize, and polish all vitreous fixtures including toilet bowls
- Clean and polish chrome fittings
- Clean and sanitize toilet seats
- Clean and polish glass and mirrors
- Wash and sanitize exterior of containers

- Remove spots, marks, stains, and splashes from wall area and counter tops
- Clean partitions
- Check locker rooms and dressing rooms twice daily
- Empty wastebaskets and trash cans
- Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, etc.
- Mop floors with germicidal disinfectant and as required
- Fill expendable supplies in restroom dispensers
- Wash and sanitize metal partitions
- Replace all plastic can liners in waste receptacles

B. Weekly

- Shower Scrub all floors including showers etc. weekly.
- Remove dust and cobwebs from ceiling areas weekly
- Clean lockers weekly

C. Special Events during regular cleaning operation hours
(Ballgames, Plays, PTA Meetings, Board Meetings etc.)

XIV. Stadiums Operations and Cleaning (Including all sporting events, football games, track meets, etc.)

- Remove trash and debris from grounds and stands
- Stock stadium cleaning supplies and equipment
- After sporting events turn off stadium pole lights after cleaning
- After sporting events clean stadium grounds and stands
- After sporting events secure all stadium rooms and gates

Services should also include provisions for the following items:

- Purchase of supplies
- Purchase of equipment
- Deep cleaning/pandemic response

XV. Miscellaneous

A. In addition general cleaners' responsibility may include but is not limited to:

- Maintain clean restrooms, common areas, trash cans and area around concession stands
- Dust mop hall after class breaks as needed
- Monitor all restrooms after each class break-mop floor, spot clean sinks, vanities, counter tops, mirrors,

floors, and walls, pick up paper and flush commodes and urinals, empty trash

- Spray buff halls as needed
- Clean and mop any accident that may occur during the day
- Maintain all window shades at the same height at the end of the day
- Respond to clean up requests by administration
- Clean electrical rooms and storage closets
- Turn off lights at the end of the work shift
- Cleaning personnel are not to change or override established heating and cooling temperatures in schools
- Assist school staff as needed including entire classrooms, and office relocations
- Lead custodians shall assist school staff with event setup as required
- Lead custodians shall assist school staff daily as needed

Notification of Needed Repairs

- Cleaning personnel and/or supervisor is to advise school staff of all needed repairs at the end of each day or sooner if appropriate.

Service provider (s) day and night custodial leads will be responsible for opening and securing the building each day and night at closing, in case of lost keys service provider(s) will incur the cost to rekey the building. **Night custodial leads are required to ensure that all lights are off, windows and doors are secure after exiting an area and the buildings alarm has been properly coded.**

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 Memphis-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. **Piggyback 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 Respondent(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 Respondent. 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 respondents are expected to comply with any and all SCBE Ethics Policies that may apply to them individually or as a business entity.
- ii. All respondents 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 respondents 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 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 Respondent 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 to 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.
- l. **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 respondent of standing or Vendor may protest to the Buyer a proposed award of a contract for supplies, equipment, services, or maintenance. A respondent of standing is a respondent who would be directly next in line for an award should the protest be supported.
 - a. The protest shall be in writing addressed to the Buyer with a copy to the Procurement Director and shall include the following:
 - The name address and telephone number(s) of the protester.
 - Identification of the solicitation
 - Statement of reasons for the protest
 - Supporting documentation to substantiate the claim
 - The remedy sought
2. The protest must be filed with the Procurement Office within seven (7) calendar days of the recommendation of award or notification to the respondent or Vendor that their bid or proposal will be rejected.
3. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.
4. The Procurement Director shall inform the Chief Financial Officer (CFO) upon receipt of the protest.
5. The Procurement Director shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

B. BOND REQUIREMENTS

1. Neither a protest nor a stay of award shall proceed under this section unless the protesting party posts a protest bond. 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 Financial Officer, in violation of subsection (b);
 - b. The protest has been brought or pursued in bad faith; or
 - c. The protest does not state on its face a valid basis for protest.
2. The bond shall be payable to the Shelby County Board of Education for any other reason approved by the Procurement Office. The Board of Education shall hold the protest bond for at least eleven (11) calendar days after the date of the final determination by the Procurement Director. If the protesting party appeals the Procurement Director's

determination to the protest committee, the Procurement Director shall hold the protest bond until instructed by the General Counsel Office to either keep the bond or return it to the protesting party.

3. At the time of filing notice of a protest of a procurement in which the lowest bid or lowest evaluated cost proposal is less than one million dollars (\$1,000,000), a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business protesting party may submit a written petition for exemption from the protest bond requirement of subsection (c). The petition shall include clear evidence of a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business status. On the day of receipt, the petition shall be given to the chief procurement officer. The chief procurement officer has seven (7) calendar days in which to make a determination. If an exemption from the protest bond requirement is granted, the protest shall proceed as though the bond were posted. Should the chief procurement officer deny an exemption from the requirement, the protesting party shall post the protest bond with the chief procurement officer as required in subsection (c) within five (5) calendar days of the determination.

C. APPEAL OF CONTRACT AWARD DECISION

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

10. CONTRACT TERM

The 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 to debar a person or company for cause from consideration for award of contracts.

14. TERMINATION OF CONTRACT

- a. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** SCBE may terminate this 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, be 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 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 Memphis-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 five (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, its 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 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 #112223TJ

On- Call Custodial Cleaning 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 #112223TJ

On Call – Custodial Cleaning Services

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 #112223TJ
On- Call Custodial Cleaning 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 respondents 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 #112223TJ

On- Call Custodial Cleaning 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 _____
Respondent, if the respondent is an individual

x _____
Partner, if the respondent is a partnership

x _____
Officer, if the respondent is a corporation

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

x _____ Notary Public

My commission expires: _____

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

RFP #112223TJ

On- Call Custodial Cleaning 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 _____
Respondent, if the respondent is an individual

x _____
Partner, if the respondent is a partnership

x _____
Officer, if the respondent is a corporation

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

x _____ Notary Public

My commission expires: _____

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

RFP #112223TJ

On- Call Custodial Cleaning 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).]

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL GENERAL LIABILITY AGG	\$2,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE			
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 respondent 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)

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 – PRICING SCHEDULE

RFP #112223TJ

On- Call Custodial Cleaning Services

The total per square foot cost for On-call Custodial Cleaning Services must include: staffing, management, supplies/equipment/materials. Please provide the cost per square foot below for 1 year as well as the two (2) optional renewal years.

Year 1

Per square foot cost: \$ _____

Optional Renewal Year 2

Per square foot cost: \$ _____

Optional Renewal Year 3

Per square foot cost: \$ _____

APPENDIX J-FORMS



**STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION**

SUBJECT CONTRACT NUMBER(S):	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON SUPPLIER IDENTIFICATION NUMBER:	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website:

<https://www.tn.gov/generalservices/procurement/centralprocurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE



STATE OF TENNESSEE
NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

Signature of Authorized Representative	Date
Printed Name	Phone Number / Email Address

(TO BE SUBMITTED WITH BID) RFP#:112223TJ On-Call Custodial Cleaning Services

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of the certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

FNS Grant/Cooperative Agreement

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

APPENDIX K – MINIMUM SUPPLIES AND EQUIPMENTS LIST

RFP #112223TJ

On- Call Custodial Cleaning Services

Minimum Supplies

- Housekeeping Carts and/or Brute Barrel with Trash Can Caddy
- Wet Mop: bucket and wringer, mop handle, mop heads, dust mop handle, dust mop frame and dust mop (other mopping systems will be considered)
- Cleaning Chemicals (See Approved Products Page 27)

Signature

Title Date