

SHELBY COUNTY BOARD OF EDUCATION

PROCUREMENT SERVICES

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

(For submission instructions, please see Page 8 – Section 1.0)**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 **March 23, 2026 @ 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.

REQUEST FOR PROPOSAL**MSCS Administration of Healthcare Services**

For the purposes of this document, SCBE shall mean The Shelby County Board of Education and MSCS shall mean Memphis -Shelby County Schools. The term District shall mean the Memphis Shelby County School District. 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 individual members of the Board of SCBE or the project owner(s) regarding the posted solicitation. Failure to adhere to this requirement shall 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 Proposal Tech and received no later than **February 27, 2026 by 10:00 AM/CST.**

ISSUED BY: LaQueeya Braxton, Director**RFP #032326LB**

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

AUTHORIZED REPRESENTATIVE NAME

_____ CHECK HERE IF YOUR COMPANY QUALIFIES AS A SMALL BUSINESS ENTERPRISE

_____ 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.

_____ ATTACHED A COPY OF A VALID SHELBY COUNTY BUSINESS LICENSE

“Shelby County Board of Education does not discriminate in its Programs or employment on the basis of race, color, religion, national origin, handicap/disability, sex or age.”

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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 more than 106,000 students in more than 200 schools. We employ more than 6,200 teachers and 6,000 support personnel to serve our unique student population while offering programming and services to meet 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: **MSCS Administrations of Healthcare Services**. A description of the services requested is contained in this Request for Proposal. Responses submitted must meet or exceed all requirements. Proposals that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

3.0 NON-EXCLUSIVE

The intent of this RFP is to provide SCBE with an expedited, yet thorough and accurate, means of procuring supplies and/or services. The contract resulting from this RFP and the response provided by the vendor shall be non-exclusive.

4.0 NOTICE OF INTENT TO AWARD

A Notice of Intent to Award is written notification that a vendor has been selected for a contract award. This Notice is not a guarantee of award. The governing Board of SCBE reserves the right to reject or accept the recommendation submitted by MSCS Procurement as a result of this RFP. If the Board accepts and approves the recommendation, an agreement will be submitted to the successful vendor. While this contract is open for minor negotiations, the form of said contract will set forth the basic and fundamental terms and conditions that govern. 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 SCBE/MSCS information provided pursuant to this RFP 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 TERMS OF AGREEMENT

The anticipated term of the contract is for three (3) years. Upon satisfactory service and by mutual agreement, MSCS reserves the right to renew the contract for two (2) additional terms of one (1) year each.

- A. SCBE expects all vendors to provide year-over-year cost reduction recommendations.
- B. 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 MEETING

No Pre-Proposal Conference is required for this proposal.

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Vendor 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 February 27, 2026 by 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 **March 4, 2026 by COB** on the SCBE website [Memphis Shelby County Schools](http://MemphisShelbyCountySchools.org). Please do not submit questions in PDF format.

RFP Schedule

RFP Post	February 20, 2026
Questions Due	February 27, 2026 by 10:00 AM CST
Q&A Post on Website	March 4, 2026 by End of Day
RFP Due Date/Time	March 23, 2026 by 1:00 PM CST (via Proposal Tech)

5.0 POINT OF CONTACT/TECHNICAL CONTACT

LaQueeya Braxton, Director of Procurement
Procurement Office
BRAXTONL@SCSK12.ORG

6.0 CONTRACT OFFICER /SCBE SUPERVISION

Vendor's performance will be under the technical direction of the Buyer/Requesting Department/Project Manager who will be responsible for ensuring vendor's compliance with the requirements of the contract and shall include managing the daily activities related to the performance of the Services pursuant to the terms and conditions of the contract, providing technical guidance to the vendor regarding the performance of Services under the contract, and overall project scheduling and coordination.

7.0 CONTRACT TYPE

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

8.0 PAYMENT TERMS

Vendor shall submit an invoice detailing the Services provided. Payment shall be in accordance with line-item price on the Purchase Order and made within thirty (30) days after the date of receipt by MSCS of an accurate invoice.

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

9.0 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be posted on SCBE's Procurement Office website @ <https://www.scsk12.org/procurement25/?PN=886> and through the Proposal Tech platform. All addenda, amendments or changes issued shall be deemed received by vendor. Failure of any vendor to acknowledge receipt of such addenda shall not relieve any vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the contract.

10.0 SUBMISSION DEADLINE

To be eligible for consideration, proposals must be submitted on the Proposal Tech website no later than **March 23, 2026 @ 1:00 p.m. CST.**

11.0 DURATION OF OFFER

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

12.0 INSURANCE

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

13.0 LIQUIDATED DAMAGES

In the event the awarded respondent fails to deliver the goods or services in accordance with the terms and conditions of the contract, 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 moneys owed or moneys which may become due.

14.0 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), sub vendor(s), or representative(s) may come in contact or close proximity to MSCS students during the course of providing the Services, must require their employee(s), sub vendor(s), or representative(s) to supply a fingerprint sample and submit to a criminal history check through the Tennessee Bureau of Investigation (TBI), and must receive a greenlight letter in order to perform the Services. 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 a MSCS Vendor ID Badge. An MSCS Vendor ID Badge is required before permitting the person to have contact with the children or entering school grounds.

The cost of fingerprinting, conducting the criminal records check, and obtaining a Memphis-Shelby County School's identification badge will be the sole responsibility of the vendor for each of the vendor's employee(s), sub vendor(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), sub vendor(s), or representative(s) at shirt pocket height while on Memphis-Shelby County Schools' property or in the presence of MSCS students. For more information regarding fingerprinting, criminal records check, or 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), sub vendor(s) or representative(s) having contact with MSCS students. Audits may be conducted on a quarterly basis with 48 hours' prior notice or more frequently and without notice for cause. It is the vendor's 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.

15.0 COMPLIANCE WITH LAWS

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

16.0 LEGAL COMPLIANCE

- A. Vendor shall comply in all respect with Federal, State and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of the contract shall be governed by the laws of the State 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 the contract shall comply with the applicable U.S. and Tennessee Occupational Safety and Health Act Standards.
- B. Specifically, vendor shall comply with all applicable laws and regulations relating to the employment of immigrants. Failure to comply with these laws shall constitute a material breach of contract. It is a mandatory requirement of the contract that employees of the 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.

17.0 EPA COMPLIANCE

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

18.0 BONDING (N/A)

19.0 TERMS AND CONDITIONS

Any contract resulting from this RFP and vendor's proposal shall be subject to the General Terms and Conditions noted below except as otherwise modified in the contract.

It shall be the vendor's sole responsibility to ensure compliance with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact the 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 a conflict between the General Terms and Conditions and any part or portion of the Special Terms and Conditions (Appendix A), these General Conditions shall take precedence.

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

PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT

A. Vendors shall submit the following:

The proposal **MUST** be submitted electronically through Proposal Tech using the link below **AND** hardcopies, including a USB containing the proposal **MUST** be mailed to 160 S Hollywood Street, Room 126, Memphis TN 38112. The mailed hardcopies must include **One (1) original (labeled), four (4) copies, and 1 (one) USB** in a sealed envelope clearly labeled. 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.

Proposal Tech directions:

<http://www.proposaltech.com/home/app.php/register>. Enter your email address and registration code into the fields provided. Click “Begin Registration.” If you already have an account with Proposal Tech it will be listed on the registration page, if you do not, you will be asked to provide company information. Once your account has been confirmed, check the appropriate box for the RFP you’re registering for and click the “Register” button. An invitation will be mailed to you within fifteen minutes. If you have any questions regarding the registration process, contact Proposal Tech Support at 877-211-8316 x84.

*****The Proposal Tech platform will be available on Monday, February 23, 2026 by EOD.**

B. The outside of each package shall 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 performance of the services and the requirements in the RFP and proposal. The 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 illustrating that the vendor understands the Services to be performed, the commitment to perform the Services within the indicated timeframe, and a statement of why the vendor believes it is best qualified to perform the Services.
4. A statement indicating that the proposal submitted represents 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

The respondent shall provide information on past and current experience providing services similar in size and scope to those in this RFP. This description shall include:

1. A 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. An organizational chart of the company 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. The names of all key personnel who will perform work under this contract. 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 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 (3) 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. Dun and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Vendor shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with SCBE.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

The Vendor shall address each major requirement of the Scope of Services through the Proposal Tech Platform.

TAB F. FORMS

1. Special Terms & Conditions for RFP (Appendix A)
2. Addenda Acknowledgement Form (Appendix B)
3. References (Appendix C)
4. Non-Collusion Certificate (Notarized) (Appendix D)
5. Debarment Affidavit (Notarized) (Appendix E)
6. Anti-Bribery Affidavit (Notarized) (Appendix F)
7. Certificate of Insurance Coverage (Appendix G)
8. MSCS Policy 2011 Local Preference Purchasing (Appendix H)
9. Non-Boycott of Israel Certification (Appendix I)
10. Iran Divestment Act Certification (Appendix J)
11. Certificate Regarding Lobbying (Appendix K)

TAB G. PRICING SCHEDULE (Compensation Schedule) (RESPONSES MUST BE PROVIDED ON THE PROPOSAL TECH PLATFORM AND WITHIN THE MAILED HARDCOPIES)

TAB H. ELECTRONIC MEDIA (A USB CONTAINING THE PROPOSAL MUST BE MAILED WITH THE HARDCOPIES AS STATED ABOVE IN SECTION 1.0)

Failure to provide any of the requested information or documents in this solicitation shall 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.
- C. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of SCBE.
- D. If applicable, SCBE Policy 2011 Local Preference Purchasing will be applied accordingly. Please see Appendix H for policy details.
- E. Vendors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. If an oral presentation is requested, the oral presentation is a part of the evaluation.
- F. If it is determined to be in the best interest of SCBE, SCBE may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- G. The Committee will recommend the vendor whose overall proposal provides the most advantageous offer to SCBE considering all RFP requirements, based on evaluation factors set forth in this RFP.

3.0 EVALUATION CRITERIA

The Evaluation committee will evaluate proposals using the following criteria. The committee shall determine which proposals meet 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
General Requirements & Performance Guarantees	15%
Basic Administration Services	30%
Financial Offer	50%
Financial Stability	5%
Total	100%

PART V: SCOPE OF SERVICES (DETAILS)

1.0 THE SERVICES

- 1.1. ***SCBE hereby solicits submissions of written Proposals, on a competitive basis, from qualified Respondents to provide 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: Administration of Healthcare Services***

Memphis-Shelby County Schools is seeking proposals to assess health benefit plan administration services and select insurance products. The existing programs and the terms of the request are outlined below:

	Active Employees	Early Retirees*	Medicare-eligible Retirees
Medical	Administrative services	Administrative services	Insured Medicare Supplement (Cigna Surround Plan)
Pharmacy	Administrative services (carved in with medical)	Administrative services (carved in with medical)	
Vision	Insured	Insured	Insured
Dental	Administrative services	Administrative services	Administrative services

*Early retiree group includes approximately 595 retirees age 65 and older who did not qualify for Medicare while working.

These programs are currently administered or insured by CIGNA. **The request anticipates that your offer will reflect a full replacement of these services; all plans are to be “integrated” through a single carrier, and all services (such as pharmacy administration for the self-insured plans) are to be “carved in”. Proposals will be assessed on a bundled basis.** The programs collectively represent approximately \$145,000,000 in total claims/premiums and fees.

Current enrollments are illustrated here:

	Active Employees	Early Retirees*	Medicare-eligible Retirees
Medical and pharmacy	8,285	595	157
Dental	8,679	531	3,684
Vision	7,870	Included in Active	3,618
Medicare Surround Supplement (Cigna)			4,983

Proposal questionnaire must be responded to on the Proposal Tech platform. The Proposal Tech platform will include documentation needed to provide a response, questions related to Medical, Prescription Drugs, Dental, Vision, Medicare Cigna Surround Supplement, Performance Guarantees and Disruption and Discount Analysis.

A. Proposal Tech Submission

Once a vendor signs the Non-Disclosure Agreement to view MSCS claim data, please email it to MSCS Procurement: LaQueeya Braxton (BRAXTONL@SCSK12.ORG). A Proposal Tech registration code will be sent to the email address/contact listed in the email. Once the Proposal Tech registration code is issued, the vendor will have access to the platform to respond to RFP questionnaires, review addenda, submit all questions during the questions' time period, submit proposal response to questionnaire(s), submit completed forms, financial cost, and all other requested information in the RFP document.

*****The Proposal Tech platform will be available on Monday, February 23, 2026 by EOD.**

In addition to submitting their proposal through Proposal Tech, the following must be mailed and received by March 23, 2026, no later than 1:00 PM CST:

160 S Hollywood Street, Room 126 Memphis TN 38112

One (1) original proposal (labeled)

Four (4) copies (labeled)

One (1) USB

Note: The NDA is located on Procurement's website at: <https://www.scsk12.org/procurement25/?PN=232> . Please sign and email it to the Procurement staff above and include your contact information. Each representative for a business that requests access to the RFP data must submit an NDA and will receive its own access to the online platform.

B. Proposal Format

Please see Part III, Proposal Format, for information that should be included in the original proposal All required forms must be submitted along with RFP questionnaire(s) and financial cost online through the Proposal Tech Platform.

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 wishes to respond to this RFP.

2. GENERAL REQUIREMENTS

- a. AUTHORIZED DEALERS: If applicable, 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 Procurement for a decision before proceeding with any work.

- g. **USE OF BRAND NAMES:** If applicable, 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 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 or services. 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 carefully review 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. 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. FEDERAL GRANT FUNDS

- a. The Respondent understands that federal grant funds may be used in connection with orders issued under the contract and agrees to maintain compliance with all Federal regulations.

6. 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 of this RFP 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 on 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 scope of services and/or 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.

7. 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 process.

A. RIGHT TO PROTEST

Prior to the commencement of an action in court concerning a protest, any 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. In writing. The Procurement Director shall attempt to resolve informally all protest of award recommendations. The 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 Procurement Director. The Procurement Director 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 Procurement Director deny an exemption from the requirement, the protesting party shall post the protest bond with the Procurement Director 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.

8. 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.

9. 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.

10. ADDENDA

- a. **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Vendor 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 Vendor to receive such addenda or interpretation shall not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

11. 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 proposal.
- 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. Should the Vendor 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. Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, SCBE reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.
- d. **AUTHORITY TO DEBAR OR SUSPEND** The Procurement Director shall have the authority to request debar a person or company for cause from consideration for award of contracts.

12. 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 the purchases, if any, incurred up to the date of the termination notice.

- b. **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of SCBE. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- c. **TERMINATION FOR CONVENIENCE:** SCBE has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.
- d. Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, by providing thirty (30) calendar days' written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor 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 shall be so stipulated in the contract document between jurisdiction/ LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

13. 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.

14. 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 The Procurement Office 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 the 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. 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 5 employees, a statement on the vendor letterhead should be placed on file.
- **Employers Liability Coverage:** \$1,000,000.
- **Automobile Liability:** For vendors who will drive on District property, Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
 - For Charter Bus Companies, the minimum Automobile Liability coverage required is \$5,000,000.

Other Insurance Coverage That May Be Required:

- **Professional Liability (Errors & Omissions):** Not less than \$1,000,000 per occurrence and aggregate to be maintained for the duration of the agreement and three years following its termination.
 - This insurance requirement applies when a supplier has a professional designation or license and/or is providing professional services. The minimum

limit for architects and engineers is \$2,000,000 per occurrence and in the aggregate and may be increased depending upon the nature of the services to be provided to the District.

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

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

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

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

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

Please contact Risk Management, Sandra Burgess, burgessse@scsk12.org or 416-1997 with any questions.

3. The certificate on this insurance shall be made in favor of the **Shelby County Board of Education, Memphis TN 38112** and indicate paid up coverage for the term of the contract.

4. The certificate of insurance **SHALL 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.

15. 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 #032326LB
MSCS Administration of Healthcare 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 #032326LB
MSCS Administration of Healthcare 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 #032326LB

MSCS Administration of Healthcare 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 #032326LB
MSCS Administration of Healthcare 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 #032326LB
MSCS Administration of Healthcare 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 #032326LB
MSCS Administration of Healthcare 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)

APPENDIX H: MSCS POLICY 2011 LOCAL PREFERENCE PURCHASING
Shelby County Board of Education

Issued Date: 01/29/13
Revised: 08/31/21

LOCAL PREFERENCE PURCHASING # 2011

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: NON-BOYCOTT OF ISREAL CERTIFICATION

RFP #032326LB

MSCS Administration of Healthcare Services



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

APPENDIX J: IRAN DIVESTMENT ACT CERTIFICATION

RFP #032326LB
MSCS Administration of Healthcare Services



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/central-procurement-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

APPENDIX K: CERTIFICATION REGARDING LOBBYING

RFP #032326LB

MSCS Administration of Healthcare 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

TOBACCO USE OR POSSESSION

I. PURPOSE

To provide a safe and healthy environment for all employees, students, and visitors and to serve as a positive example to all students concerning the use of tobacco.

II. SCOPE

This policy applies to all employees, students, and visitors.

III. POLICY STATEMENT

The Memphis-Shelby County Schools system prohibits student smoking or possession of tobacco products, lighters or matches, on school campuses, at school sponsored activities or on school buses. Additionally, smoking and/or the use of all tobacco products, including smokeless tobacco, are prohibited in all Board of Education buildings¹ (schools and other facilities); in any public seating areas, including but not limited to, bleachers used for sporting events, or public

restrooms² ; and in all vehicles, owned, leased or operated by the district at all

times. Signs will be posted throughout the District's facilities to notify students, employees and all other persons visiting the school that the use of tobacco and tobacco products is forbidden.¹ A "Smoking is Prohibited by Law in Seating Areas and in Restrooms" sign shall be prominently posted for elementary or secondary school sporting events (including at each ticket booth).² Any student who possesses tobacco products shall be issued a citation by the school principal.³ Parents and students shall be notified of this citation requirement at the beginning of each school year.

IV. RESPONSIBILITY

A. The Superintendent (or designee) is responsible for administering this policy.

Legal Reference:

1. Section 1042 of the Environmental Tobacco Smoke/Pro-Children Act of 1994

2. TCA 39-17-1604(6)(10); TCA 39-17-1605; TCA 39-17-1606

3. TCA 39-17-150



SMOKING PROHIBITED

SMOKING IS PROHIBITED BY LAW IN ALL ENCLOSED PUBLIC PLACES
INCLUDING SEATING AREAS AND RESTROOMS

Additionally, smoking and/or the use of all tobacco products, including smokeless tobacco, are prohibited in all Board of Education buildings (schools and other facilities); in any public seating areas, including but not limited to, bleachers used for sporting events, or public restrooms; and in all vehicles, owned, leased or operated by the district at all times.

Shelby County Schools offers educational and employment opportunities without regard to race, color, religion, sex, creed, age, disability, national origin, or genetic information.

Memphis-Shelby County Schools Vendor/Contractor Fingerprint Instructions

The following steps will walk you through how to register for fingerprinting as a vendor.

- Vendors/Contractor will obtain a **Vendor number** from MSCS **Procurement Department**.
- Vendor/Contractor will contact TBI at 615-744-4095 to obtain their own ORI number
- What is needed to obtain this ORI Number:
 - 1. Letter of Purpose
 - 2. Business License
 - 3. Copy of their contract with MSCS
- Vendor/Contractor will register on IDENTGO website: www.identgo.com.
- Select “Digital Fingerprinting”.
- Select “**Tennessee**” on the state drop down box; then click **Go**.
- Select “**Digital Fingerprinting**”.
- Select “**Schedule a New Appointment**”.
- Enter “**Service Code**” issued by “**TBI**”. There is an option to select I do not know my service code. When you select this option a drop box will provide you with a list of service codes to select
- Enter your company’s ORI Number, when asked for the ORI Number.
- Select **Yes** when you receive this message: You have selected to be fingerprinted for (**Vendor’s Company name**). Is this correct?
- **Complete the Acknowledgement Release**.
- Enter all Personal Information that has a **Red asterisk***.
- At the bottom of the registration under “**Applicant’s Employer Information**” please enter Your **Company’s Information**.
- Then click **Send Information**.
- If all Information appears correctly, click **Go**.
- **Method of Payment** choose **Visa or Mastercard**. Pay **\$35.15 on Site using your credit card/money order or company’s check**.
- Vendor/Contractor will still be fingerprinted at MSCS Fingerprinted/Background Dept after registering online but call (901) 416-8016 to make an appointment. MSCS is not listed as a location to be processed online.
- TBI will review the background result based on statutory criteria under **TCA 49-5-413**.
- TBI will issue a letter to the Vendor stating if the employee meets or does not meet criteria.
- If employee meets the criteria, TBI will issue a **greenlight letter (referral)**.
- If they don’t meet the criteria, TBI will issue a red letter.
- Vendor/Contractor will submit their greenlight letter to MSCS Fingerprinting & ID Dept along with \$30 dollars cash or company check. located at 160 S. Hollywood, Memphis, TN 38112 to obtain an ID badge.
- MSCS Fingerprinting Dept. will maintain a copy of the greenlight letter.

Bring the following items with you to your fingerprinting appointment:

- A copy of your fingerprinting registration with a **Valid** driver’s license or state ID

Please call **Identogo** at 1-855-226-2937 for all technical issues registering on-line.

Please call **TBI** at 1-615-744-4095 for all questions regarding your background record.

If you have further questions regarding the above instructions, please call the **MSCS Fingerprint/ID Department** at 901.416.5318.