October 6, 2026

SHELBY COUNTY BOARD OF EDUCATION

PROCUREMENT SERVICES

160 Glenn Rogers Sr. 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 13, 2026 @ 2:00 PM, CST.**

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

REQUEST FOR PROPOSAL

Student Perception Survey Administration, Reporting and Professional Learning 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 **brownsl3@scsk12.org**, and received by SCBE no later than **October 13, 2026 @ 10:00 AM/CST.**

ISSUED BY: Stacey Brown, Senior Buyer RFP # 111326SB

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	AUTHORIZED REPRESENTATIVE NAME	

_____CHECK HERE IF YOU ARE 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.

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

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

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Please complete the attached Memphis-Shelby County Schools Information Technology Vendor Assessment Questionnaire. The form must be submitted with your proposal.

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 110,000 students in 207 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 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 **Student Perception Survey Administration, Reporting and Professional Learning Services.** The specifications are contained in the Request for Proposal. Responses submitted must meet or exceed all requirements. Proposals that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

3.0 NON-EXCLUSIVE

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

4.0 NOTICE OF INTENT TO AWARD

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

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

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

2.0 TERM OF AGREEMENT

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

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

B. Price decreases are acceptable at any time, need not be verifiable, and are required should the vendor/producer/processor/manufacturer experience a decrease in costs associated with the execution of the contract.

C. Price adjustments from the vendor/producer/processor/manufacturer 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 MEETING (N/A)

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN October 13, 2026 @ 10:00 a.m. CST.** Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on SCBE website https://www.scsk12.org/procurement25/ and Newspaper. Please do not submit questions in PDF format.

RFP Schedule

RFP Post	**October 6, 2026**
Questions Due	**October 13, 2026 @ 10:00 am CST**
Q&A Post on Website	**October 20, 2026 by End Of Day**
RFP Due Date/Time	**November 13, 2026 @ 2:00 pm CST**
Vendor Presentations	**TBD**

5.0 POINT OF CONTACT

Stacey Brown
Procurement Office
brownsl3@scsk12.org

6.0 CONTRACT FACILITATOR /SCBE SUPERVISION

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

7.0 CONTRACT TYPE

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

8.0 PAYMENT TERMS

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

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

9.0 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be posted on SCBE's Procurement Office website @ https://www.scsk12.org/procurement25/ All addenda, amendments or changes issued shall be deemed received by Vendor provided they are posted to SCBE Procurement Office website. Failure of any Vendor to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals must be received at the Procurement Office no later than **November 13, 2026 @ 2:00 PM CST.** Vendors mailing proposals shall 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, proposals will be returned unopened. Delivery to SCBE' mailroom, lobby, etc. shall not constitute delivery. **The Procurement Office is located at 160 Glenn Rogers Sr. Street, Room 126, Memphis, TN 38112. Proposal responses delivered to any other location shall not constitute delivery to the Procurement Services Office.**

11.0 PROPOSAL OPENING

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

12.0 DURATION OF OFFER

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

13.0 INSURANCE

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

14.0 LIQUIDATED DAMAGES

In the event the Awarded Respondent(s) 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 moneys owed or moneys which may become due.

15.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

In accordance with TN Code Ann. 49-5-413, unless explicitly excluded by statute; and pursuant to 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) 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 a MSCS Vendor ID Badge. A MSCS Vendor ID Badge is required before permitting the person to have contact with the children or entering school grounds.

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

17.0 LEGAL COMPLIANCE

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

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

17.1 EPA COMPLIANCE

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

18.0 BONDING (N/A)

19.0 TERMS AND CONDITIONS

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

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

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

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

PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT

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

The proposal must include **One (1) original (labeled), three (3) 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 illustrating that the Vendor understands the work to be done, the commitment to perform the work within the time period, and a statement of why the firm believes it is best qualified to perform the engagement.

4. A statement that the proposal is a firm and irrevocable offer for a period of one-hundred twenty (120) days.

5. Acknowledgement of all Addenda to this RFP

TAB B. TABLE OF CONTENTS

TAB C. EXPERIENCE AND CAPABILITIES

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

1. Summary of the services offered including the number of years the Vendor provided these services; the number of clients and geographic locations the Vendor currently serves, etc. and has served; and if a past customer, why the Vendor is no longer providing services;

2. Organizational chart of the Vendor showing the major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization; and what resources will be available to support this contract in primary, secondary and back-up roles

.

3. 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. Dunn and Bradstreet Rating
    c. Standard and Poor's Rating
    d. Lines of credit
    e. Evidence of a successful financial track record
    f. Evidence of adequate working capital

2. Vendor shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with SCBE.

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

The Vendor shall address each major requirement of Part V (Scope of Services) (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. Complete State of Tennessee Non-Boycott of Israel Certification (Appendix J)
12. Complete State of Tennessee Iran Divestment Act Certification (Appendix K)
13. Complete Certification Regarding Lobbying (Appendix L)
14. Information Technology Vendor Questionnaire

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.

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 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
Background and Qualifications	20%
Functionality & Services/RFP Requirements	45%
Technology Requirement	15%
Cost	10%
References	5%
Financial Stability	5%
Total	100%

PART V: SCOPE OF SERVICES (DETAILS)

1.0 THE SERVICES

Memphis-Shelby County Schools seeks proposals from qualified vendors to provide a comprehensive Student Perception Survey solution that includes survey administration, data management, reporting, professional development, technical support, and implementation services.

The anticipated contract term shall begin on July 1, 2027, and continue through June 30, 2028. Any continuation of services beyond the initial contract period shall be subject to annual funding availability, satisfactory vendor performance, and approval by the Memphis-Shelby County Schools Board of Education.

Instructional Program:

Memphis-Shelby County Schools seeks proposals from qualified vendors to provide a comprehensive Student Perception Survey solution that includes survey administration, data management, reporting, professional development, technical support, and implementation services.

The selected vendor shall provide:

Survey Administration

- Online survey administration for students in grades designated by the district.
- Unique student survey assignments and secure survey access.
- Survey windows established in collaboration with district staff.
- Real-time monitoring of survey completion rates.
- Ability to support large-scale districtwide administration.

Data Management

- Secure roster import process.
- Student and teacher roster verification procedures.
- Secure data transfer protocols.
- Compliance with FERPA, PPRA, COPPA, and all applicable privacy laws.
- Data encryption and role-based user controls.

Reporting Analytics

The platform must provide:

- District-level reports
- School-level reports
- Grade-band reports
- Classroom/teacher reports
- Demographic subgroup analyses
- Trend reporting across administrations
- Real-time response dashboards
- Exportable PDF and Excel reports
- Access to raw survey data and codebooks
- District and national benchmarking comparisons

TEM Alignment

- Survey instruments aligned to the district's TEM framework.
- Reports correlated to TEM indicators.
- Professional learning recommendations connected to survey results.
- Resources that support teacher improvement based upon identified areas of growth.

Professional Learning

- Survey coordinator training.
- Principal training.
- Teacher leader training.
- Data inquiry and action planning sessions.
- Train-the-trainer opportunities.
- On-demand learning resources.
- Recorded training sessions and implementation guides.

Technical Support

- Dedicated project management support.
- Help desk services.
- Response protocols for support requests.
- Online support resources and documentation.
- Regular implementation meetings with district staff.

Contract Management and Performance Monitoring

- Designate a dedicated project manager to serve as the primary point of contact for Memphis-Shelby County Schools (MSCS)
- Develop and maintain an annual implementation plan and project timeline in collaboration with District staff
- Conduct implementation planning meetings prior to each survey administration cycle
- Participate in regularly scheduled status meetings with District staff throughout the contract period
- Monitor survey administration progress and provide participation rate updates during active survey windows
- Provide periodic implementation updates, including completed activities, upcoming milestones, identified risks, and mitigation strategies
- Review reporting timelines, training activities, survey participation rates, and support metrics with District staff
- Notify the District of any project delays, system issues, or barriers that may impact implementation, reporting, or deliverables
- Collaborate with the District to address implementation challenges and support continuous improvement efforts
- Participate in post-administration review meetings to evaluate implementation effectiveness and identify opportunities for improvement
- Provide annual program evaluation reports summarizing survey administration outcomes, participation trends, key findings, and recommendations for future administrations

- Maintain agreed-upon service levels for customer support, issue resolution, reporting timelines, and completion of contractual deliverables

Deliverables

- Annual implementation plan
- Annual project timeline and administration calendar
- Project management plan and communication protocols
- Survey administration materials
- Survey coordinator implementation guide
- Principal implementation guide
- Teacher communication materials
- Student communication materials, as applicable
- Parent/family communication templates, as applicable
- Training materials
- Recorded training sessions
- On-demand professional learning resources
- District administrator dashboard
- School administrator dashboards
- Dashboard training sessions and user support resources for district administrators, principals, and designated school-based leaders
- Teacher/classroom reports
- District-level reports
- School-level reports
- Grade band reports
- Demographic subgroup reports
- Participation and completion rate reports
- Benchmark comparison reports
- Trend and longitudinal analysis reports
- Executive summary reports
- Real-time reporting dashboards
- Raw data files
- Data dictionary and codebook
- Survey methodology and technical documentation
- Professional learning toolkit based on survey findings
- Data inquiry protocols and action-planning resources
- District presentation of findings
- End-of-Year findings report
- Annual recommendations report identifying trends, strengths, opportunities for growth, and suggested next steps
- Recommended action steps based upon survey trends and findings
- Documentation verifying Tennessee Department of Education approved vendor status
- Documentation supporting validity, reliability, and psychometric quality of the survey instrument

Implementation Services

- Develop a comprehensive annual implementation plan

- Establish survey administration timelines
- Conduct roster verification and validation activities
- Coordinate communication plans and survey administration protocols
- Monitor participation rates throughout administration windows
- Conduct post-administration reviews and improvement planning sessions
- Provide annual project status reports

Technology Requirements

- Be web-based and accessible through standard browsers
- Be compatible with district-issued student devices
- Require no additional district hardware purchases
- Support secure single sign-on capabilities
- Allow secure file transfers for student and staff rosters
- Integrate with district data systems through secure import/export functionality

Data Security and Compliance

- Execute all required Student Data Privacy Agreements
- Maintain FERPA, PPRA, COPPA, and all applicable federal and state compliance requirements
- Maintain cybersecurity safeguards and encryption standards
- Report data incidents in accordance with district requirements
- Restrict access to authorized district personnel through role-based permissions

Approved Vendor Requirement

The respondent must be listed as an approved Student Perception Survey provider by the Tennessee Department of Education at the time of proposal submission and throughout the life of the contract. Respondents shall provide documentation of approval and evidence that the survey instrument and reporting methodology meet all Tennessee Department of Education requirements for approved student survey instruments. Failure to maintain approval status may result in proposal disqualification, contract termination, or non-renewal.

Evidence of Effectiveness

Respondents shall provide evidence demonstrating the validity, reliability, and effectiveness of their survey instrument, including research studies, technical documentation, psychometric analyses, and examples of successful implementation in large urban school districts.

Respondents shall provide references from at least three K-12 public school districts of similar size and complexity that have successfully implemented the proposed Student Perception Survey solution. References should include contact information and a description of services provided.

PRICING SCHEDULE:

Please include all pricing components.

Respondents shall provide a detailed pricing proposal that clearly identifies all costs associated with providing Student Perception Survey Administration, Reporting, Professional Learning, and Technical Support Services. Pricing shall remain firm for the duration of the contract period unless otherwise specified.

Pricing submitted shall reflect costs for the initial contract year. Vendors must clearly identify any assumptions regarding future pricing adjustments, annual renewals, or continued services beyond the initial contract term.

1. **Annual Licensing and Subscription Fees**
    a. Platform licensing fees
    b. Annual subscription costs
    c. User licensing costs, if applicable
    d. Administrative access costs

2. **Survey Administration Costs**
    a. Districtwide survey administration services
    b. Costs associated with student survey participation
    c. Roster upload and management services
    d. Survey setup and configuration
    e. Survey window management
    f. Data collection and processing

3. **Reporting and Analytics**
    a. District-level reporting
    b. School-level reporting
    c. Teacher/classroom reporting
    d. Demographic subgroup analyses
    e. Trend analyses across multiple administrations
    f. Benchmarking reports
    g. Executive summary reports
    h. Custom report development, if applicable

4. **Professional Learning and Training**
    a. District administrator training
    b. Principal training
    c. School-based coordinator training
    d. Teacher training
    e. Data inquiry and action-planning sessions
    f. Train-the-trainer sessions
    g. On-demand professional learning resources
    h. Recorded training sessions

5. **Technical Support and Project Management**
    a. Dedicated project management services
    b. Help desk support
    c. Technical assistance
    d. Data integration support
    e. Implementation planning meetings
    f. Ongoing consultation services

6. **Data Service**
    a. Secure roster management
    b. Data validation and verification services
    c. Data exports and raw data delivery
    d. Historical data storage and access

7. **Optional Services**: Vendors shall separately identify any optional services, enhancements, consulting services, custom programming, additional reporting, or expanded professional learning offerings.

8. **Travel Expenses**: All travel-related costs, if any, shall be clearly identified and itemized. The District reserves the right to reject reimbursable expenses not included in the original proposal.

9. **Future Pricing Structure**: Respondents shall provide pricing for the initial contract year and identify any proposed annual percentage increases, escalation factors, or pricing adjustments that may apply should the District elect to continue services in future years. The District reserves the right to negotiate future pricing and contract terms subject to annual Board approval and funding availability.

10. **Total Cost of Ownership**: Vendors must provide a summary of the total projected cost of ownership over the full proposed contract term.

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 of 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 WARRANTEES

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. 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.

c. 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.

d. 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.

e. 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 Glenn Rogers Sr. 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 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 to make 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 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 Glenn Rogers Sr. 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 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 services.

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 **TO BE SUBMITTED** to the PROCUREMENT OFFICE, 160 Glenn Rogers Sr. 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

Student Perception Survey Administration, Reporting and Professional Learning Services

RFP 111326SB

(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 111326SB

Student Perception Survey Administration, Reporting and Professional Learning 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: _____

Please include reference testimonials for each reference listed.

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

RFP 111326SB
Student Perception Survey Administration, Reporting and Professional Learning 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 111326SB

Student Perception Survey Administration, Reporting and Professional Learning 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 111326SB Student Perception Survey Administration, Reporting and Professional Learning 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

Partner, if the respondent is a partnership

x_____
Officer, if the respondent is a corporation

x_____

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 111326SB Student Perception Survey Administration, Reporting and Professional Learning 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)

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 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)

Shelby County Board of Education

2011

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

LOCAL PREFERENCE PURCHASHING

I. PURPOSE

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

II. SCOPE

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

III. DEFINITION

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

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

IV. POLICY STATEMENT

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

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

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

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

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

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

V. RESPONSIBILITY

A. The "users" of services are responsible for furnishing an objective evaluation of their needs and for identifying the specifications of the services to be delivered.

B. The Chief Financial Officer is responsible for developing final specifications and obtaining all bids, requests for proposals, and contracted service agreements.

C. The Chief Financial Officer is responsible for ensuring that all services have been properly approved and all procedures followed before signing contractual agreements.

D. The Superintendent is responsible for ensuring compliance with this policy.

APPENDIX I – COMPENSATION/PRICING SCHEDULE
(TO BE SUBMITTED WITH PROPOSAL)

RFP 111326SB
Student Perception Survey Administration, Reporting and Professional Learning Services

Respondents shall provide a detailed pricing proposal that clearly identifies all costs associated with providing Student Perception Survey Administration, Reporting, Professional Learning, and Technical Support Services. Pricing shall remain firm for the duration of the contract period unless otherwise specified.

Pricing submitted shall reflect costs for the initial contract year. Vendors must clearly identify any assumptions regarding future pricing adjustments, annual renewals, or continued services beyond the initial contract term.

The pricing proposal must include, at a minimum:

11. Annual Licensing and Subscription Fees

a. Platform licensing fees
b. Annual subscription costs
c. User licensing costs, if applicable
d. Administrative access costs

12. Survey Administration Costs

a. Districtwide survey administration services
b. Costs associated with student survey participation
c. Roster upload and management services
d. Survey setup and configuration
e. Survey window management
f. Data collection and processing

13. Reporting and Analytics

a. District-level reporting
b. School-level reporting
c. Teacher/classroom reporting
d. Demographic subgroup analyses
e. Trend analyses across multiple administrations
f. Benchmarking reports
g. Executive summary reports
h. Custom report development, if applicable

14. Professional Learning and Training

a. District administrator training
b. Principal training
c. School-based coordinator training
d. Teacher training
e. Data inquiry and action-planning sessions
f. Train-the-trainer sessions

g. On-demand professional learning resources
h. Recorded training sessions

15. **Technical Support and Project Management**
    a. Dedicated project management services
    b. Help desk support
    c. Technical assistance
    d. Data integration support
    e. Implementation planning meetings
    f. Ongoing consultation services
16. **Data Service**
    a. Secure roster management
    b. Data validation and verification services
    c. Data exports and raw data delivery
    d. Historical data storage and access
17. **Optional Services**: Vendors shall separately identify any optional services, enhancements, consulting services, custom programming, additional reporting, or expanded professional learning offerings.
18. **Travel Expenses**: All travel-related costs, if any, shall be clearly identified and itemized. The District reserves the right to reject reimbursable expenses not included in the original proposal.
19. **Future Pricing Structure**: Respondents shall provide pricing for the initial contract year and identify any proposed annual percentage increases, escalation factors, or pricing adjustments that may apply should the District elect to continue services in future years. The District reserves the right to negotiate future pricing and contract terms subject to annual Board approval and funding availability.
20. **Total Cost of Ownership**: Vendors must provide a summary of the total projected cost of ownership over the full proposed contract term.

Service Component	Initial Contract Year	Future Annual Pricing Adjustment (%)	Notes
Platform Licensing			
Survey Administration			
Reporting and Analytics			
Professional Learning			
Project Management			
Technical Support			
Custom Reporting			
Optional Services			

Service Component	1st Renewal Pricing	Future Annual Pricing Adjustment (%)	Notes
Platform Licensing			
Survey Administration			
Reporting and Analytics			
Professional Learning			
Project Management			
Technical Support			
Custom Reporting			
Optional Services			

Service Component	2nd Renewal Pricing	Future Annual Pricing Adjustment (%)	Notes
Platform Licensing			
Survey Administration			
Reporting and Analytics			
Professional Learning			
Project Management			
Technical Support			
Custom Reporting			
Optional Services			

APPENDIX J
(TO BE SUBMITTED WITH BID)
RFP 111326SB
Student Perception Survey Administration, Reporting and Professional Learning 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 K

(TO BE SUBMITTED WITH BID)

RFP 111326SB

Student Perception Survey Administration, Reporting and Professional Learning 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/centralhttps://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.htmlprocurement-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 OS SIGNATORY

_____

DATE

APPENDIX L

(TO BE SUBMITTED WITH BID)

RFP 111326SB

Student Perception Survey Administration, Reporting and Professional Learning 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 M

(TO BE SUBMITTED WITH BID)

RFP 111326SB
Student Perception Survey Administration, Reporting and Professional Learning Services

Tennessee Procurement Protection Act - STATE OF TENNESSEE
Bidder Certification of Compliance with the Tennessee Procurement Protection Act

Pursuant to T.C.A. Title 4, Chapter 56, Part 2, the undersigned certifies on behalf of Vendor that:

1. Vendor is not a Foreign Adversary Company as defined by the Tennessee Procurement Protection Act.
2. Vendor is not:
    a. Domiciled, incorporated, issued, or listed in a foreign adversary;
    b. Headquartered in a foreign adversary;
    c. Principally conducting business in a foreign adversary;
    d. Controlled by the government or an instrumentality of a foreign adversary; or
    e. Majority-owned or board-controlled by an entity subject to the jurisdictional control of a foreign adversary government.
3. Vendor understands that Tennessee law prohibits state agencies and political subdivisions from procuring final products or services from a Foreign Adversary Company except as authorized by law.
4. Vendor agrees to provide written notice within ten (10) business days if any change in ownership, control, domicile, principal place of business, or corporate structure causes this certification to become inaccurate.
5. Vendor acknowledges that a false certification may result in:
    a. Contract termination;
    b. Civil penalties;

c. Debarment from contracting with the Shelby County Board of Education; and

d. Other remedies available under Tennessee law.

I certify under penalty of law that the foregoing representations are true and correct.

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title

_____

Company Name and Address

_____

Email Address / Phone Number

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 buildings[1] (schools and other facilities); in any public seating areas, including but not limited to, bleachers used for sporting events, or public

restrooms[2] ; 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.identogo.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 Glenn Rogers Sr. Street, 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.