

SHELBY COUNTY BOARD OF EDUCATION
PROCUREMENT SERVICES

160 South Hollywood Street, Room 126 □ Memphis, Tennessee 38112-4892 □ Phone (901) 416-5376
(This proposal will not be accepted electronically or by facsimile. All proposals must be mailed or delivered to the above address.)

REQUEST FOR PROPOSAL

(NOT AN ORDER)

Please submit proposals on the item(s) listed below. The right is reserved to reject any or all Proposals. If substitutions are offered, give full particulars. The Proposal must be submitted no later than **November 22, 2024 @ 12:00 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
Districtwide Grounds Maintenance 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 BRAXTOL@scsk12.org, and received by SCBE no later than **November 15, 2024 @ 10:00 AM/CST.**

ISSUED BY: LaQueeya Braxton, Academics Sourcing Manager RFP 112224LB

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 MSCS REGISTERED MINORITY VENDOR

CHECK HERE IF YOUR COMPANY QUALIFIES AS A LOCAL VENDOR

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

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

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

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PART I: SCOPE OF WORK

1.0 BACKGROUND

Shelby County Board of Education (SCBE) is the legal name of the Memphis-Shelby County Schools (MSCS) district. MSCS is Tennessee's largest public school district and is among the 25 largest public-school districts in the United States. MSCS serves approximately 110,000 students in more than 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 **Districtwide Grounds Maintenance 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, not to exceed three (3) years.**

Minor project scope changes are to be reviewed midway through year one of the contracts.

- 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/manufacture experience a decrease in costs associated with the execution of the contract.
- C. Price adjustments from the vendor/producer/processor/manufacture for any/all items may be considered at renewal, if applicable noted in the RFP document. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least ninety (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- D. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Memphis-Shelby County Schools.

3.0 PRE-PROPOSAL MEETING

A pre-proposal conference is scheduled for this project and the responders are required to sign-in at the stated date/time and location listed below. **The pre-proposal conference is NOT mandatory but highly suggested.**

703 S Greer Street, Memphis TN 38111 on November 14, 2024 at 10:00am CST.

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 November 14, 2024 @ 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 www.scsk12.org/procurement/bids and Newspaper. Please do not submit questions in PDF format.

RFP Schedule

RFP Post	November 8, 2024
Pre-Proposal Conference	November 14, 2024 @ 10:00 am CST
Questions Due	November 15, 2024 @ 10:00 am CST
Q&A Post on Website	November 15, 2024 by End Of Day
RFP Due Date/Time	November 22, 2024 @ 12:00 pm CST

5.0 POINT OF CONTACT

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

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals must be received at the Procurement Office no later than **November 22, 2024 @ 12:00 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 S. Hollywood 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

If the Services include any type of construction or maintenance of public building, work or other project to be provided under contract having a contract price of more than One

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

19.0 TERMS AND CONDITIONS

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

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

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

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

20.0 SMALL, MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

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

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

Title 2: Grants and Agreements

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

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

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

(b) Affirmative steps must include:

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

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

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

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

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

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

Certified SBE/MWBE Vendor Directory

Please use this link <http://www.scsk12.org/mwbe/index> to access Memphis-Shelby County Schools' certified SBE/MWBE vendors list.

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), two (2) 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. Special Terms & Conditions (Appendix A)
2. Addenda Acknowledgement Form (Appendix B)
3. References (Appendix C)
4. Completed Non-Collusion Certificate (Notarized) (Appendix D)
5. Completed Debarment Affidavit (Notarized) (Appendix E)
6. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
7. Certificate of Insurance Coverage (Appendix G)
8. 2011 Local Preference Purchasing (Appendix H)
9. Compensation/Pricing Schedule (Appendix I).
10. Complete State of Tennessee Non-Boycott of Israel Certification (Appendix J)
11. Complete State of Tennessee Iran Divestment Act Certification (Appendix K)
13. Complete Certification Regarding Lobbying (Appendix L)
14. Small Business Enterprise (SBE) Utilization (Appendix M)

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 & Qualifications	10%
Specification Requirements	30%
Staffing and Lawn Equipment Requirements	25%
References	5%
Cost	25%
Financial Stability	5%
Total	100%

PART V: SCOPE OF SERVICES (DETAILS)

1.0 THE SERVICES

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

The Contractor shall provide lawn care maintenance services that shall not interfere with regular school activities. The services shall be performed in a manner that maintains a safe environment for students and staff, and maintains an aesthetically pleasing appearance and healthy grass, trees and shrubs.

SCBE reserves the right to award the project to one or multiple respondent(s).

Memphis-Shelby County Schools reserves the right to reject a noncompliant proposal that does not comply with requests that are listed in this RFP.

- The Contractor shall use his/her best expertise and initiative to make recommendations which shall enhance the appearance of the school/location's grounds.
- The Contractor shall require all employees to comply with the instruction pertaining to safety, conduct and building regulations issued by MSCS.
- The Contractor must provide a protocol for the application of herbicides to control weed growth. The protocol must be included in the Contractors response to this RFP.
- The Contractor must be available for monthly business review meetings and monthly inspections of the site(s).
- The Contractor must always have a competent Foreman in charge of the working crew with complete authority to act for the Contractor. The Contractor must include with their response to this RFP, an organization structure that shows evidence of the number of personnel required to provide the service.
- The Contractor must provide adequate staffing to perform lawn care maintenance services on the same day the work is started. The Contractor must employ no fewer than six (6) workers at a minimum, preferably ten (10) workers to perform the services. No services may be carried over to the following day(s), unless extenuating circumstances exist and MSCS has approved the carryover services.
- The Contractor must separate any illegally dumped debris (ex, tires, bagged trash and miscellaneous debris), and place it in an area that does not affect the curb appeal and grounds aesthetics. Any illegal dumping identified by Contractor should be reported to the MSCS Plant Manager immediately. The Contractor shall take photos of the items needing removal and contact the Plant Manager to request removal of the items. Email the photos and site address to the MSCS Manager-Grounds Operations the same day notification is provided to the Plant Manager

- The Contractor will be responsible and liable for all damages to property caused by his/her employees. Such damages shall be repaired promptly to the satisfaction of and at no expense to MSCS, its employees or guests.
- Contractor(s) may be called upon periodically to provide additional services at a separate cost for landscaping beds to include maintaining, mulching, adding additional shrubberies, and removal of dead trees/shrubs. The areas must be aesthetically pleasing and professionally done. ALL work shall be guaranteed and warranted for 12 months (No Exceptions). **Contingency rate of 10%**
- When weather prevents delivery of services, Contractor shall have adequate manpower to recover lost time within four (4) working days.
- The contractor must ensure that the grounds are cut and manicured every fourteen (14) calendar days, and must submit a proposed lawn maintenance service schedule, to include proposed service hours (window), and service methodology as part of their RFP response. The methodology must include the Contractor's process used for performing all services provided during the service visit.
- The Contractor must be responsible for resolving any complaints within two (2) working days unless otherwise communicated.
- The lawn care maintenance services must be performed before school, after school or on weekends, unless alternative arrangements are made with school leadership and management in writing.
- The provided service(s) may not be at a time that interferes with State Testing dates. MSCS will communicate State testing dates to the single point of contact for the Contractor(s).
- The Contractor must provide a monthly maintenance schedule to MSCS Manager-Grounds Operations prior to the commencement of any services rendered.
- It shall be the duty of the Contractor to adequately communicate with the MSCS Grounds Operations. Contractor will occasionally be required to update the vendor information such as crews, number of employees, equipment inventory, or other information as requested. When completion of a job is delayed for any reason, the MSCS Grounds Operations Manager must be notified immediately.
- All invoices are subject to verification and the books of the contractor may be subject to audit insofar as items under this contract are concerned. Upon notification the contractor has twenty-four (24) hours to correct any discrepancies.

Lawn Care and Grounds Maintenance During Grass Growing Season (March-October) and Dormant Season (November-February)

- Lawn Maintenance Services during the growing season shall be performed every fourteen (14) calendar days. A minimum of ten (10) calendar days in between cuts.
- Grounds Maintenance Services during Fall/Winter Months (November-January) will be conducted to include leaf removal services, mowing and edging once monthly, fallen

branches/limbs/twigs removal, and removal of any additional grass growth in sidewalks, walkways, and parking lots.

- Leaves and fallen branches shall be removed from the entire perimeter/grounds and leaves removed either through raking, blowing, or mulching (Mowers are required to have mulching kits if mulching into the grass). The Contractor cannot use MSCS dumpster for disposal. The Contractor shall remove all collected leaves and lawn debris while ensuring proper disposal.
- Grounds maintenance services during the Months (February-March) will be conducted and considered the Spring Clean-up Phase. It will include residual leaf removal, fallen branches/limbs/twigs removal from the entire ground areas, mowing, edging, grass overgrowth removal in paved and curb areas, and herbicide used to control weed growth.
- No illegal dumping is allowed. Grass clippings, tree branches/limbs, trash, garbage shall not be dispersed in the natural areas by the Contractor.
- Ditches and retention areas are to be maintained, to include removing excessive leaves and fallen branches/limbs that may negatively impact proper drainage, at the time of each service.

Lawn Care Maintenance Property Groupings

Appendix I provides a listing of MSCS property groupings to be maintained under the terms of this Proposal. **Contractors must provide a cost per location for all zones; however, MSCS reserves the right to award one or more zones per vendor.**

Preparation of Grounds Before Mowing

- Trash: All paper, bottles, debris, etc. shall be collected and removed from lawn areas before every mowing at each location. This includes from the perimeter of the buildings, to and around property boundaries. Clean-up shall always be done before cutting the grass. The Contractor shall dispose of site debris resulting from this operation in dumpsters provided by MSCS.

Lawn Areas – Cutting and Edging

- All lawn areas shall be cut at each location listed in the Pricing Schedule. Lawns shall be cut every fourteen (14) days (March-October) during the grass growing season of approximately eight (8) months. All grass shall be cut to a height of no lower than 2.5" (inches). All equipment shall be cleaned/washed prior to cutting a different lawn to prevent the transfer of weed seeds. All mowers shall have sealed decks.

Control Weed Growth

- Herbicides shall be used to control weed growth on schools/location campuses, sidewalks, curbs, parking lots, driveways, fences and along fence lines. The Contractor shall develop a protocol for the application of herbicides. The Contractor's protocol, to include the brand of the commercial grade chemicals used, must be submitted with their RFP response.
- The Contractor shall provide weed control services throughout the year.
- The Contractor shall provide herbicide treatments eight (8) times during each year of the Agreement.
 - Pre-emergent weed control (Late August through late November) – 3 applications, 1 per month.
 - Post-emergent weed control (Early March through July) – 5 applications, 1 per month
- Herbicides shall be used to control weed growth on gravel and asphalt parking lots, paved paths, play areas, asphalt and concrete cracks, walkways, concrete medians, expansion joints, curbs and gutters, around rip-rap areas, guardrails, fence lines, or other such areas.
- Control all weeds and vines on trees, shrubbery, or perennials upon detection. Remove weeds from site the same day pulled.
- Maintain the entirety of mulched beds and the areas between plants and in ground cover areas so that they remain consistently weed free.
- Control all weeds and vegetation on fence lines, areas near ground level HVAC/mechanical equipment, storage/equipment yards, parking lot cracks and crevices each service cycle or as needed throughout the year to keep these areas weed free.
- Weeds and weedy grasses shall be controlled in lawns with the use of pre-emergent herbicides. A pre-emergent herbicide shall be applied in the Spring and Fall in accordance with the manufacturer's specifications. A pre-emergent herbicide shall be applied in both the Spring and Fall in accordance with the manufacturer's specifications.
- Post-emergent herbicide shall be applied as necessary in accordance with the manufacturer's specifications. Apply during the Summer to control weeds and weedy grasses. Apply during the Spring/Summer to control weeds and weedy grasses.
- The Contractor will return to the campus, at no additional cost, to spot treat weed growth that was not successfully controlled during the scheduled application.

Maintenance of Service Records and Disclosure

The Contractor shall prepare and maintain records for Services provided and chemicals applied to the property in order to substantiate charges to MSCS for such services. Herbicide application equipment should be properly calibrated in order to ensure accuracy of records and prevent over-application of herbicide chemicals. The Contractor shall retain such records for a period of sixty months (60) months from the date of performance of the service.

Appearance/Quality

Grass cutting that results in clumping or matting shall be removed by blowing or raking; grass clippings may be spread evenly, in non-landscaped or natural areas if available. Clippings and landscape debris shall be removed from the site where non-landscaped or natural areas do not exist. All landscaped areas shall be left with a crisp, clean appearance. Contractors may not use MSCS dumpsters or trash cans to dispose of clippings or other lawn material.

- All sidewalks, curbs, parking lots and driveways shall be edged with each mowing.
- All sidewalks, curbs, parking lots and driveways shall be free of all “crack” weeds. Herbicide shall be used to control crack weeds. This service shall be delivered on each visit.
- All driveways, parking lots, tracks and sidewalks shall be blown free of debris, leaves and grass clippings.
- All islands shall be string trimmed on each visit; weeds and lawn debris shall be removed from the site.
- All school or building courtyards shall be cut, edged, blown free of debris, leaves and grass clippings with each mowing.
- Line trim around HVAC and other gated areas (contact Plant Manager, Grounds Operations Manager or Custodial Zone Supervisor to acquire access).
- Tree circles must be edged and kept clean.
- Round up or like products can only be used on asphalt and sidewalk cracks not on grass areas around the properties.
- Tree limbs five feet (5') and below must be cut back.

Quality Assurance

The Contractor must provide the District with a copy of their procedures for quality control, which must include a system of checks and specifications designed to maintain set standards. These measures must set the standards for operations and outcomes. At a minimum, the Contractor(s)' procedures will include the following:

Shrubs and Clippings

- All shrubs shall be trimmed to maintain shape on each visit.
- Shrubs shall be pruned as needed throughout the year so that:
 - New growth does not exceed six (6) inches.
 - Inconsistent growth is removed.
 - They do not protrude into the roadway, sidewalk or walkways, or grow uncontrollably in a vertical direction

- Where vehicular or pedestrian sight lines exist, shrubbery shall be maintained at a height no greater than thirty (30) inches so there are not any sight obstruction issues, permitting safe passage of vehicles and pedestrians.
- Shrubs shall be cut back at least 24 to 36 inches from buildings.
- Remove pruned shrub material from site the same day pruned.
- Avoid blowing grass clippings and other debris into the City drainage system.
- Remove vegetation and accumulated sediments that prevent water flow into the City drainage system.
- Ditches and retention areas are to be maintained, to include removing excessive grass clipping that may negatively impact proper drainage, at the time of each service.

Natural Grass Practice and Athletic Fields (Excludes SCIAA Athletic Fields)

- Natural grass practice and soccer fields shall be mowed and treated per the maintenance schedule for the school location.
- Excludes SCIAA Athletic Fields noted below:

Bolton Stadium	Stadium	7323 Brunswick Rd.	38002
BTW Stadium	Stadium	725 S. Lauderdale	38126
Cordova Stadium	Stadium	1800 Berryhill Rd	38016
Crump Stadium	Stadium	1275 Linden	38104
Germantown Stadium	Stadium	7653 Old Popular Pike	38138
Halle Stadium	Stadium	2616 Mt Moriah	38115
JP Freeman Stadium	Stadium	5250 Tulane Rd	38109
Kirby Stadium	Stadium	4080 Kirby Pkwy.	38115
Melrose Stadium	Stadium	2606 Select Ave	38114
Oakhaven Stadium	Stadium	3125 Ladbrook Rd	38118
Raleigh-Egypt Stadium	Stadium	4019 Egypt Central	38128
Southwind Stadium	Stadium	7900 E. Shelby Dr.	38125
Whitehaven Stadium	Stadium	4851 Elvis Presley Blvd	38116

The Contractor shall furnish all labor, materials and equipment, and perform all work (collectively, the "Work") required for the lawn care services for various locations throughout the district, (the "Project"), in strict accordance with the Contract Documents. All changes in the Work including any increase, decrease, or other equitable adjustment shall be authorized in writing by the Chief of Business Operations or Executive Director of Facilities Management prior to commencement. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. All Contractors and their employees must wear a uniform shirt which identifies their company name/logo while on MSCS properties. Workers may not wear sweatpants or athletic bottoms and must present respectful and carry themselves in a respectful manner. The Contractor hereby represents and warrants that it is certified and licensed to apply herbicide chemicals. The Contractor must include a copy of such licenses/certifications in their RFP response, and shall provide MSCS copies of appropriate certifications upon request in the future.

Performance and Pricing/Scheduling

- The estimated mowable acreage noted in the Pricing Schedule is MSCS' best estimate of the acreage, building, parking lot area.
- Contractor shall provide the cost per lawn care maintenance service for servicing each property every fourteen (14) days during an eight (8) month growing season (March-October). Eighteen (18) services during an eight (8) month period is an estimate used for this solicitation
- **The district's yearly budget is One Hundred and Twenty-Five Dollars (\$125.00) per acre for lawn care maintenance and herbicide services satisfactorily completed.** The total amount established by MSCS shall be reflective of all work outlined within the scope of services. The Contractor agrees to accept such payment as full compensation for lawn care maintenance services to be performed under this agreement.
- MSCS reserves the right to remove a location from an under-performing vendor, and to transfer that property to a high-performing vendor.

Payment for Services

The Contractor shall invoice MSCS 48 hours after completion of all service cuts per period. Payment for services will be made within thirty (30) days from either the date of delivery or the receipt of an accurate invoice, whichever occurs first. All invoices shall include/reference the Purchase Order Number, school/location of service, detailed description of service provided, date of service, total acreage, and rate per acreage.

Delivery Requirements

Lawn Care and Maintenance Services during the growing season shall be performed every fourteen (14) days. The actual number of services may be increased or decreased as seasonal conditions dictate. Work must begin within three (3) days of receipt of an authorized Purchase Order issued by

MSCS, and no earlier than the first full week in March. When service is delayed for any reason, the Grounds Operations Manager or Plant Manager shall be notified immediately.

Services may not be performed during regular school hours, unless making previous arrangements with Plant Management and school leadership. Cuts will happen before, after and weekends unless alternative arrangements are made with school leadership and management, in writing.

Right of Inspection and Risk Mitigation

The Contractor acknowledges that it or its sub-Contractors have inspected or was able to inspect the work and that it understands the service requirements and conditions under which the Agreement is to be performed. No allowances shall be made due to the Contractor's error, negligence or failure to have adequately inspected the schools/locations where service is to be performed. The Contractor acknowledges, understands and agrees that the cost of the service is intended to cover foreseeable work, risks, hazards and difficulties inherent to the Service of this nature.

Inspection of Work

The Contractor or the Contractor's authorized agent shall make sufficient routine inspections to ensure that the lawn care and maintenance work is performed as required by the contract.

Upon completion of lawn care services, the Contractor shall, on the same day services are provided, submit an electronic service ticket detailing the services(s) performed.

References

The Contractor shall provide at least three (3) references for which the company has performed similar work of the same or similar magnitude to those requested in this solicitation, including the contact's name, entity, address, telephone number, e-mail address, and date and term of the contract. MSCS may not be used as a reference.

- **License and Certification Requirements** The Contractor must have a licensed operator to apply herbicide chemicals.

Key Performance Indicators (KPI)

- KPI's shall mean the performance metrics by which the Contractor's performance of Services will be reviewed and measured.
- KPI's establish the methodology the District will use to measure Contractor's performance under this Agreement and constitute the minimum performance requirements for this Agreement. Contractors' performance on the KPI's will be measured monthly across all MSCS schools and locations.
- MSCS Grounds Operations will prepare the monthly scorecard and submit it to the Contractor by the 5th day of the following month. Contractors will review the scorecard and

validate MSCS data against Contractors' records and raise any variances with MSCS before the parties hold their monthly meeting.

- MSCS Grounds Operations and the Contractor(s) will jointly agree to monthly business review meetings required under this Agreement to modify any of the KPI's, provided that any modifications are consistent with the performance metrics set out in this Agreement.

Key Performance Indicators (KPI)

- Mowing and Lawn care services performed every 14 days during the turf growth season to provide a healthy, attractive and manicured look (March-October) **GOAL = 100%**
 - Shrubs are pruned each March with the first mowing, and every other month through October, with the last pruning occurring during the last mowing in October.
 - Lawn is mowed at the required height of 2 inches each visit

- Weed and vegetation control **GOAL = 100%**
 - Weeding and vegetation control management is performed during each lawn care service visit to remove and manage weeds in ornamental beds.
 - A minimum of eight (8) herbicide treatments applied during the turf growth season to eliminate and control weed growth on lawns, in ornamental beds, and in courtyards. Treatments include pre- and post – emergent applications
 - Weeds and vegetation are removed from concrete cracks on walkways, sidewalks, fence lines, and parking lots.

- Edged and manicured trimming **GOAL = 100%**
 - Sidewalks, curbs and property perimeters are edged & string trimmed for a clean and crisp appearance, free of clippings and debris

- Grounds cleanup and Post cut removal **GOAL = 100%**
 - Lawn debris, including leaves, twigs, etc. are removed prior to performing lawn care services
 - Illegally dumped debris removed from lawn and properly placed for pick-up where it does not affect the aesthetics of the lawn

- Customer Satisfaction **GOAL = 98%**
 - Building administrators' satisfaction with service

- Service issues and complaints are resolved within two (2) days, weather permitting
- Contractor and staff communicate in professional manner at all times
- **List of Equipment**
 - The Contractor shall provide MSCS with a list of Contractor-owned equipment to be utilized in the performance of the Agreement. The list must include the manufacturer, model, and age.

Lawn Equipment Required

The Contractor shall have the appropriate equipment to maintain lawn care services throughout the contract term. All Contractors are required to have at least Class B equipment. Class B equipment is defined below: .

- **Class B:** Standard commercial lawn equipment- push lawn mowers, zero turn riding mowers, leaf blowers, tree trimming tools, lawn edgers, string trimmers, hedge trimmers, weed trimmers, pruning shears, shovels, racks.
- MSCS reserves the right to inspect the Contractor's equipment at any time. Contractor agrees to remove and discontinue use of unsafe or ineffective equipment mutually agreed upon by both MSCS and the Contractor.

MSCS Surplus Lawn Equipment

Respondents to this RFP will be notified of an upcoming public auction for the sale of recently purchased lawn equipment.

Special Events

Upon notification, Contractor shall adjust cutting schedule to accommodate special events. **Where special events require additional services beyond the scheduled 18 cuts for the contract year, MSCS and the Contractor will agree upon a special events pricing prior to the service being performed.**

- Special efforts are to be taken to adjust schedules and resume lawn maintenance within 48 hours of the special event.
- Special events notification to the Contractor will be the responsibility of the Grounds Operations Manager or designee.
- The Chief of Business Operations, Executive Director, or a designee are the **only** MSCS staff that are permitted to contact the Contractor directly for Special Events.

Inclement Weather

- The Contractor is required to immediately notify MSCS' Grounds Operations Manager if inclement weather prevents the delivery of service. When weather prevents delivery of services, Contractor shall have adequate manpower to recover lost time within four (4) working days. Also, contractor must ensure that the grounds are cut within the fourteen (14) day service window.
- **Grounds Cleanup After Other Storm Events**
 - Cleanup after a major storm event will be considered an additional service and will be negotiated if and when needed.
 - The work must be authorized by and in writing from the Executive Director of Facilities Management or Director of Grounds.
 - Invoices for additional services rendered will be submitted separately to MSCS and will require approval prior to payment. The additional services will be performed under the terms and conditions of the Agreement.

Use of Sub-Contractor

MSCS understands and acknowledges that the use of sub-contractors will be necessary to provide some of the services (example, herbicide services),. In no case shall the work be subcontracted to a sub-Contractor who does not self-perform the work. The Contractor is responsible for ensuring sub-contractor capacity and capability to support all assigned sites. Respondents must provide a list of their sub-contractors utilized to perform any services. **MSCS must approve all sub-contractors.**

Workforce Management

The Contractor must submit a list of their sub-Contractor(s) contact information, and the properties assigned to them.

Communication Protocol

The Contractor hereby agrees to meet with Ground Operations staff to walk the property to discuss conditions, schedules, and items of concern regarding the Agreement (if applicable) at the request of Ground Operations staff.

The Contractor will make themselves available for storm readiness, pre-event management conference calls and day of event update calls as requested by Chief of Business Operations and/or Executive Director of Facilities Management.

Management of Contractor Services

The Contractor shall provide a twenty-four (24) hour “single point of contact number” to address any problems or complaints.

The Contractor will assign a single point of contact (SPOC) for the term of the contract. The SPOC will conduct a monthly meeting with the Grounds Operations staff to review contractor performance against established performance standards. The frequency of the meeting will be increased if performance issues arise.

Aerial Views of Site Locations:

Please click the link below to access the aerial photos for the site locations.

 [Aerials for Grounds RFP](#)

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 WARRANTIES

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

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

- b. **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 S Hollywood Street, Room 126, Memphis, TN 38112. Vendors must submit a proposal as specified in the General Terms and Conditions. Vendors shall retain one (1) copy of the proposal for their files. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or

required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.

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

Vendor in preparing and submitting a proposal response.

- k. **PROPOSAL EVALUATION** Proposal responses will be evaluated for compliance with detailed 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, by providing thirty (30) calendar days' written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

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

15. GOVERNING LAW & VENUE

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

16. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to SHELBY COUNTY BOARD OF EDUCATION, Accounts Payable Office, Room 160 S. Hollywood St., Room 250, Memphis, TN 38112 (unless otherwise noted). **Vendors must receive written authorization from Procurement to redirect invoice submission to another location other than Accounts Payable.**
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify SCBE Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by SCBE, then SCBE shall have no obligation to pay for the stale invoices.
- e. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of SCBE. Vendor and its employees, agents, volunteers and vendors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and SCBE for the mutual disclosure of such records by and among the Vendor, SCBE and SCBE' employees, agents, volunteers and vendors.
- f. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the SHELBY COUNTY BOARD OF EDUCATION, Superintendent and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the SCBE and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Vendor or its employees, agents, or volunteers.
- g. **INSURANCE:**
 1. The vendor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of SCBE, damage to the property of others, including SCBE, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-vendor

or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.

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

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

- **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, in an amount not less than \$1,000,000, Product Liability and Completed Operations Liability in an amount not less than \$2,000,000 combined single limit, per occurrence, and \$2,000,000 aggregate.
- **Workers' Compensation:** \$1,000,000. If the contractor/vendor has less than 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 S. HOLLYWOOD ST., MEMPHIS, TN 38112.

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

17. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE

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

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

APPENDIX B-ADDENDUM ACKNOWLEDGEMENT

**RFP 112224LB
Districtwide Grounds Maintenance Services**

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

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

Addendum #1- Date Received _____

Addendum #2 - Date Received _____

Addendum #3 - Date Received _____

Addendum #4 - Date Received _____

Signature

Title

Vendor Name

Email

Contact Phone Number

APPENDIX C – REFERENCES

**RFP 112224LB
Districtwide Grounds Maintenance Services**

1.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

2.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

3.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

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

RFP 112224LB
Districtwide Grounds Maintenance 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 112224LB
Districtwide Grounds Maintenance 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 112224LB
Districtwide Grounds Maintenance 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 112224LB
Districtwide Grounds Maintenance Services

VENDOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

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

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

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

POLICY WILL BE OBTAINED/ISSUED ON _____

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

- SCBE is hereby named as Additional Insured.
- The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to SCBE.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by SCBE.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- SCBE is hereby granted authority to contact the agency directly to confirm SCBE information or obtain copies of certificates of insurance. SCBE bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to SCBE. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

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

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

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

SCBE is hereby named Additional Insured.

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

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

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

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

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

(AUTHORIZED AGENT'S SIGNATURE)

(DATE)

LOCAL PREFERENCE PURCHASING

I. PURPOSE

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

II. SCOPE

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

III. DEFINITION

- A. Local Preference Purchasing means giving preference to businesses located within Shelby County, Tennessee in the purchase of personal property, materials, and contractual services and in constructing improvements to real property or to existing structures.
- B. Local Business means a vendor or contractor who holds a valid license to do business in Shelby County, Tennessee; has a street address within the limits of said locality for a continuous period of at least six (6) months prior to bid or proposal opening date; and has proof that Shelby County Personal Taxes are current (applies to local businesses who have been doing business in Shelby County, Tennessee for a year or more).

IV. POLICY STATEMENT

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

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

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

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

Exceptions

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

Restrictions

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

V. RESPONSIBILITY

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

APPENDIX I – PRICING SCHEDULE
(TO BE SUBMITTED WITH PROPOSAL)
RFP 112224LB
Districtwide Grounds Maintenance Services

Please complete the Excel pricing schedule posted under the RFP on the Procurement Services Website.

There are four (4) tabs. Please enter your price per acreage for EACH location within each zone. MSCS reserves the right to award one or more zones per vendor.

Please submit the Excel with your proposal.

The Excel file should be saved to your USB drive. Do not save it as a PDF

APPENDIX J
 (TO BE SUBMITTED WITH BID)
RFP 112224LB
Districtwide Grounds Maintenance 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 11224LB
Districtwide Grounds Maintenance 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/centralprocurement-office--cpo-/library-/public-information-library.html>

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

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

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF SIGNATORY **DATE**

APPENDIX L
(TO BE SUBMITTED WITH BID)

RFP 112224LB
Districtwide Grounds Maintenance 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 – SMALL BUSINESS ENTERPRISES UTILIZATION

THIS PROJECT IS SUBJECT TO SCBE Policy 2010: SUPPLIER DIVERSITY POLICY

The BIDDER, CONTRACTOR, OR RESPONDENT shall take affirmative action to ensure that Small Business Enterprises (SBEs), which have been certified by the City of Memphis, Mid-South Minority Business Council Continuum – Uniform Certification Agency (UCA), or Shelby County Government and approved by SCBE are utilized when possible as sources of supplies, equipment, construction, and services for Memphis-Shelby County Schools.

SBE PROJECT SPECIFIC GOAL

The BIDDER, CONTRACTOR, OR RESPONDENT who provides materials, supplies, equipment, professional/ non-professional service, and construction for this project shall attempt to achieve the SBE participation goal for this project.

In achieving this established project goal, the **SBE participation goal of 38.5 %** is defined as the total dollar value of the subcontracts awarded to certified small business enterprise (SBE) divided by the total dollar value bid amount. One or more SBE may be utilized to meet the established goal. The type of work to be performed by the SBE participant(s) must be a commercially useful function of the project.

The BIDDER, CONTRACTOR, OR RESPONDENT certifies that the amount of the contract will be performed by certified small business enterprises. A copy of the non-expired certificate will be submitted with bid materials. Eligible SBEs must be certified by the bid opening date. BIDDER, CONTRACTOR, OR RESPONDENTS are required to complete and submit all of the SBE participation documents including **GOOD FAITH EFFORTS FORM** when SBE participation goals are not satisfied in the bid response.

ELIGIBLE SBE FIRMS

IT IS THE RESPONSIBILITY OF THE BIDDER, CONTRACTOR, OR RESPONDENT AND THE BIDDER, CONTRACTOR, OR RESPONDENT MUST VERIFY WITH MEMPHIS-SHELBY COUNTY SCHOOLS (CONTACT INFO BELOW) THAT ANY SBE FIRM(S) UTILIZED TO MEET THE PARTICIPATION GOAL ARE CERTIFIED AS A SBE FIRM WITHIN SHELBY COUNTY. A listing of current SBE certified firms can be found on Memphis-Shelby County Schools Office of Economic Opportunity webpage <http://www.scsk12.org/mwbe/>. To find the best results from the **Certified Vendor Directory**, it is recommended to download the entire directory including commodity codes. One or a combination of several SBEs may be utilized to meet the established project goal.

Residency and Location Requirements: For purposes of Memphis-Shelby County Schools, an eligible business owner shall provide proof of being a resident of Shelby County for at least six months prior to the time of application for SBE registration and have a physical business address located within the county and have continuously maintained the physical address for at least six months prior to the time of application. In addition, the business shall be authorized to do business under the laws of the state and eligible to do business in Shelby County, Tennessee. An exemption to Shelby County residency requirement will be granted by the Administrator of the SBE Program to those eligible SBE owners who have operated the qualifying business within Shelby County for a minimum of two years and employ a minimum of three employees who are residents of Shelby County.

GOOD FAITH EFFORTS

If the established project goal in Architecture & Engineering, Construction, Goods, Nonprofessional Services and/or Professional Services participation by SBE businesses is not achieved, responsive BIDDER, CONTRACTOR, OR RESPONDENT shall provide the required documentation of good faith efforts and the SBE firms that will be used on the project (*see attached Good Faith Effort form*).



APPENDIX M – SMALL BUSINESS ENTERPRISES UTILIZATION

Small Business Enterprise. A business that meets the federal small business size standards and is independently owned and operated, organized for profit, and not dominant in its field. The size threshold designated by SBA standards is based on an industry-by-industry basis. (See 13 CFR 121). Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at <http://www.sba.gov/content/table-small-business-size-standards>.

For purposes of Memphis-Shelby County Schools, an eligible business owner shall provide proof of being a resident of Shelby County for at least six months prior to the time of application for SBE registration and have a physical business address located within the county, and have continuously maintained the physical address for at least six months prior to the time of application. In addition, the business shall be authorized to do business under the laws of the state and eligible to do business in Shelby County, Tennessee.

An exemption to Shelby County residency requirement will be granted by the Administrator of the SBE Program to those eligible SBE owners who have operated the qualifying business within Shelby County for a minimum of two years and employ a minimum of three employees who are residents of Shelby County.

JOINT VENTURE (JV)

When a certified SBE performs as a participant in a joint venture, MSCS will count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified SBE performs with its own forces toward fulfilling the contract goal, and not more than the percentage of the contract performed by the joint venture.

MEMPHIS-SHELBY COUNTY SCHOOLS SUPPLIER DIVERSITY PROGRAM DOCUMENTATION OVERVIEW		
Form	Submission Requirements	Required Form
SBE Subcontractor Project Plan and Subcontractor Supplier Utilization Plan List total percentage and dollar amount of such participation by SBE subcontractors and suppliers the Vendor will use on the project	Due with bid/proposal	Form A
Letter of Intent to Perform as a Subcontractor or Subconsultant Identifies SBE participation that will be used on the project Form B is signed by the SBE	Due with bid/proposal, IF the BIDDER, CONTRACTOR, OR RESPONDENT has identified SBE participation that will be used on the project Must match firms listed on Form A	Form B
Listing of Good Faith Efforts (GFE) Indicate the actions you undertook to recruit and solicit SBE vendors, subcontractors, vendors, or suppliers for this project and/or other aspects of the company's business Submit evidence of the BIDDER, CONTRACTOR, OR RESPONDENT's intent to comply with SBE Program goals and procedures including documentation for #1 - #15 of the GFE Affidavit	Due with bid/proposal, IF the BIDDER, CONTRACTOR, OR RESPONDENT fails to achieve the SBE established project goal	Affidavit
SBE GOOD FAITH EFFORT DOCUMENTATION LIST ALL CERTIFIED SBE FIRMS NOTIFIED Submit FORM C with Good Faith Effort Affidavit along with other supporting documents	Due with bid/proposal, IF the BIDDER, CONTRACTOR, OR RESPONDENT fails to achieve the SBE established project goal	Form C

Request for verification must be submitted to the MSCS - Office of Economic Opportunity listed below:

Joyce Douglas, Manager, Office of Economic Opportunity
 Memphis- Shelby County Schools
 3030 Jackson Avenue, 5th Floor, Ste. 33, Memphis, TN 38112
 Phone: (901) 416-4737; Email: douglasja@scsk12.org

(SUBMIT WITH BID) FORM -A

**OFFICE OF ECONOMIC OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
& SUBCONTRACTOR/SUPPLIER UTILIZATION**

I, _____, do hereby certify that on this project,
 (Name of Bidder/Contractor or Respondent)
 we will expend a minimum of _____% of the total dollar amount of the contract with the
 following SBE as subcontractors, vendors and/or suppliers.

Project Title: _____ **Bid/RFP#:** _____

Signature: _____ **Date:** _____

The following sections must be completed by bidder/contractor or respondent. A listing of current SBE certified firms can be found on Memphis-Shelby County Schools-Office of Economic Opportunity webpage <http://www.scsk12.org/mwbe/>. To find the best results from the **Certified Vendor Directory**, it is recommended to download the entire directory including commodity codes. One or a combination of several SBEs may be utilized to meet the established project goal. List all SBE subcontractors/suppliers, including lower tiers, to be used on this project. **In accordance with Shelby County Board of Education Policy 2010, the undersigned will enter into a formal agreement for work on this project. Submit additional sheets if necessary.** **For purposes of this program, the SBE-owner must reside within Shelby County and possess a Shelby County, TN business license.** An exemption to Shelby County residency requirement will be granted by the Administrator of the SBE Program to those eligible SBE owners who have operated the qualifying business within Shelby County for a minimum of two years and employ a minimum of three employees who are residents of Shelby County.

Name of Certified Sub-contractor/ Supplier	Address and Phone Number	MSCS Vendor #	Type of Work to be Performed	Ownership of Business (see code below)	Dollar (\$) Value of Work & Scope of Work	Percentage of Total Bid Amount

Code: SBE – Certified Small Business Enterprise

Total SBE% _____

SBE Prime Bidder/Contractor/Respondent: Submission as a Prime MSCS Certified SBE will count toward the SBE goal.

THIS FORM MUST BE SUBMITTED WITH THE BID OR THE BID WILL BE CONSIDERED NON-CONFORMING.

(SUBMIT AFFIDAVIT WITH BID)
SBE GOOD FAITH EFFORT DOCUMENTATION

Note: Completion of this form is **not** required if established goals are met or exceeded.

BIDDER, CONTRACTOR, OR RESPONDENT: _____

Project Title: _____ Project Number: _____

This document is to be completed if the BIDDER, CONTRACTOR, OR RESPONDENT fails to achieve the Small Business Enterprise (SBE) established goals for the project. The BIDDER, CONTRACTOR, OR RESPONDENT must, at the time of response, submit a Good Faith Efforts statement accompanied by the appropriate documentation justifying its submitted SBE percentage.

The criteria listed below are excerpted from the Memphis-Shelby County Schools SBE Program Administrative Procedures Manual. A response is required to address each cited paragraph. Failure to provide documentation (evidence) as outlined in the criteria listed below may deem a bid or proposal non-responsive and not further considered for review.

Additional pages may be added as necessary.

1. Attendance at pre-bid meeting, if held: Yes, No, Not Held;
2. Followed up with SBEs that attended and the pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities and contacted SBEs listed in the MSCS online directory;
3. Notification of Subcontracting Opportunities: BIDDER, CONTRACTOR, OR RESPONDENT **must** provide to MSCS copies of solicitations for quotes sent to MSCS – SBE listed firms in the online directory. Please attach list of all firms notified, detail when and how they were notified (*form attached*);
4. SBE Contact: A detailed statement of the efforts made by the contractor up to 10 days before the bid opening to solicit SBEs through written notices that describe the categories of work for which bid documents can be reviewed, representative of the Prime BIDDER, CONTRACTOR, OR RESPONDENT to contact, and location, date and time when quotes must be received;
5. Made Project Documents Available: Made the pertinent construction plans, specifications, and requirements available for review by prospective SBEs at the time of SBE contact but no less than 10 days before the bid due date;
6. Identified and designated portions of the work to be performed by SBEs to increase the likelihood of meeting the Contract Goals (including where appropriate breaking down the contract into reasonably sized subcontracts to ensure participation);
7. Engaged with SBE Support Organizations: Worked with SBE Support Organizations within the 12-month period before bid opening provided training or facilitated workshops sponsored by the SBE Support Organization;
8. Bonding or Insurance Assistance: Aided in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors or sub-consultants;
9. Negotiate in Good Faith: Negotiated in good faith with interested SBEs and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a small business

(SUBMIT AFFIDAVIT WITH BID)
SBE GOOD FAITH EFFORT DOCUMENTATION

Note: Completion of this form is not required if established goals are met or exceeded.

based on lack of qualification should have the reasons documented in writing. Provide the names of the SBE businesses and email addresses;

10. Financial Assistance: Aided an otherwise qualified SBE in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted SBEs in obtaining the same unit pricing with the BIDDER, CONTRACTOR, OR RESPONDENT's suppliers in order to help the SBEs in establishing credit;
11. Joint Ventures: Negotiated joint venture and partnership arrangements with SBEs in order to increase opportunities for SBE participation when possible;
12. Quick Pay Agreements: Provided quick pay agreements and policies to enable SBE to meet cash-flow;
13. SBE Participation on Non-MSCS Contracts: The BIDDER, CONTRACTOR, OR RESPONDENT must submit documentation that during the eighteen (18) month period before bid opening, the BIDDER, CONTRACTOR, OR RESPONDENT paid SBEs on non-School Board contracts. BIDDER, CONTRACTOR, OR RESPONDENT must list, document and submit for each non-School Board contract the SBE subcontractors: (a) the name of the project and parties to the contract; (b) the name of the SBEs the BIDDER, CONTRACTOR, OR RESPONDENT paid on the project; (c) the amount the BIDDER, CONTRACTOR, OR RESPONDENT paid each SBE during such period. The SBE firm must be certified and registered at the time of the MSCS bid or proposal receipt.
14. BIDDER, CONTRACTOR, OR RESPONDENT notified MSCS Office of Economic Opportunity mwbe@scsk12.org concerning difficulties with the established project SBE goal (**must attach copy of notification**). Yes or No

15. Other good faith efforts:

Name of Authorized Officer: _____

Signature: _____

Title: _____

State of Tennessee

County of _____

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public

My commission expires _____

FORM – C
SBE GOOD FAITH EFFORT DOCUMENTATION – ALL CERTIFIED SBE FIRMS NOTIFIED

Note: Completion of this form is not required if established project goals are met or exceeded.
 List all certified SBE firms notified. Indicate in detail when and how they were notified as well as the results of your efforts. Submit additional sheets, if necessary.

Bidder/Contractor/Respondent Name: _____

Project Title: _____

The following certified SBE firms were invited to submit a proposal.

SBE Type of Goal	Certified Firm Name Address, Phone No. and Email	Certified Firm Contact Person	Methods of Contact	Prime Contact Date	Certified Firm Response	Results of Contact <i>(Please indicate why suitable or not suitable for work)</i>
<input type="checkbox"/> SBE			Phone# Email Fax#	_____ _____ _____		
<input type="checkbox"/> SBE			Phone# Email Fax#	_____ _____ _____		
<input type="checkbox"/> SBE			Phone# Email Fax#	_____ _____ _____		
<input type="checkbox"/> SBE			Phone# Email Fax#	_____ _____ _____		
<input type="checkbox"/> SBE			Phone# Email Fax#	_____ _____ _____		

Print Name: _____ **Email Address:** _____ **Phone:** _____

Authorized Signature: _____ **Date:** _____



MEMPHIS-SHELBY COUNTY SCHOOLS SUPPLIER DIVERSITY PROGRAM DOCUMENTATION OVERVIEW

MEMPHIS-SHELBY COUNTY SCHOOLS SUPPLIER DIVERSITY PROGRAM DOCUMENTATION OVERVIEW		
Form	Submission Requirements	Required Form
<p style="text-align: center;">SBE Subcontractor Project Plan and Subcontractor Supplier Utilization Plan</p> <p>List total percentage and dollar amount of such participation by SBE subcontractors and suppliers the Vendor will use on the project</p>	<p>Due with bid/proposal</p>	<p>Form A</p>
<p style="text-align: center;">Letter of Intent to Perform as a Subcontractor or Subconsultant</p> <p>Identifies SBE participation that will be used in the project</p> <p style="text-align: center;">Form B is signed by the SBE</p>	<p>Due with the bid/proposal, IF the BIDDER, CONTRACTOR, OR RESPONDENT has identified SBE participation that will be used on the project</p> <p style="text-align: center;">Must match firms listed on Form A</p>	<p>Form B</p>
<p style="text-align: center;">Listing of Good Faith Efforts (GFE)</p> <p>Indicate the actions you undertook to recruit and solicit SBE vendors, subcontractors, vendors, or suppliers for this project and/or other aspects of the company's business</p> <p>Submit evidence of the BIDDER, CONTRACTOR, OR RESPONDENT's intent to comply with SBE Program goals and procedures, including documentation for #1 - #15 of the GFE Affidavit</p>	<p>Due with bid/proposal, IF the BIDDER, CONTRACTOR, OR RESPONDENT fails to achieve the SBE established project goal</p>	<p>Affidavit</p>
<p style="text-align: center;">SBE GOOD FAITH EFFORT DOCUMENTATION LIST ALL CERTIFIED SBE FIRMS NOTIFIED</p> <p>Submit FORM C with Good Faith Effort Affidavit along with other supporting documents</p>	<p>Due with bid/proposal, IF the BIDDER, CONTRACTOR, OR RESPONDENT fails to achieve the SBE established project goal</p>	<p>Form C</p>

For purposes of this program, the SBE-owner must reside within Shelby County and possess a Shelby County, TN business license. An exemption to Shelby County residency requirement will be granted by the Administrator of the SBE Program to those eligible SBE owners who have operated the qualifying business within Shelby County for a minimum of two years and employ a minimum of three employees who are residents of Shelby County.

