

REQUEST FOR PROPOSAL

NUMBER - 12-15

METROPOLITAN NASHVILLE PUBLIC SCHOOLS
On behalf of
THE METROPOLITAN NASHVILLE BOARD OF PUBLIC
EDUCATION

This solicitation document serves as the written determination of the Director of Purchasing, that the use of competitive sealed bidding is neither practicable nor advantageous to the Metropolitan Nashville Public Schools (MNPS). Therefore, this solicitation will facilitate the entering into of contract(s) by the competitive sealed proposals process.

RFP Title:

**Creation of Curriculum Framework and Training in Common
Core State Standards in English Language Arts and
Mathematics for High School and Elementary School**



Purchasing Staff Contact:
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(615) 259-8533
Gary.appenfelder@mnps.org

March 29, 2012

This proposal solicitation document is prepared in a Microsoft Word (Office for Windows) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Metropolitan Nashville Public Schools.

NOTICE TO PROPOSERS

There may be one or more amendments to this RFP. Amendments to this RFP will be added to the RFP posting on the MNPS web site and will be transmitted by email to companies so requesting. If your company desires to receive copies or notices of any such amendments and other communications issued specific to this RFP, you must provide the information requested below to the MNPS Purchasing Department. Please send this information by e-mail to *purchasing@mnps.org*. **MNPS will send amendments and other related communications only to those firms which complete and return this information.**

RFP number	12-15
Company name	_____
Mailing address	_____

Phone number	_____
Fax number	_____
Contact person	_____
Email address	_____

Emailed amendments will be sent in a Microsoft Word (Office for Windows) format. Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Metropolitan Nashville Public Schools.

Amendments will be posted on the MNPS Purchasing web site (<http://www.mnps.org/Page69506.aspx>) and attached to the solicitation listing as a PDF or WORD file. Check the Current Contract Opportunities web page for the particular proposal solicitation and for any posted amendments.

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Request for Proposals

RFP Title:

Creation of Curriculum Framework and Training in Common Core State Standards in English Language Arts and Mathematics for High School and Elementary School

All Submitted Proposals become Public Record after Award.

Submission of a Proposal is an official waiver of confidentiality, notwithstanding any statements to the contrary that may be contained within the Proposal or in other notifications submitted by the proposer.

1) Introduction/Overview

A. Purpose

The Metropolitan Nashville Public Schools (MNPS) is requesting sealed proposals from qualified firms for the purchase of the following products and services:

Training in Tennessee Common Core State Standards in English Language Arts and Mathematics for teachers, instructional coaches, curriculum teams and support staff in high schools and elementary schools. Trainees will gain (a) a working knowledge and competency in applying Common Core State Standards in actual classroom instruction, and (b) skills, knowledge and competency to facilitate professional development using Common Core State Standards, creating lesson plans that follow Common Core State Standards, and developing formative assessments of teachers utilizing Common Core State Standards.

B. Objective

The objective to be met through the award of the Request for Proposal is to enter into a two (2) year contract with the selected supplier(s) to achieve the Purpose listed above.

C. Scope of Services

- Create standards-based curriculums through the development of a curriculum framework, including a scope and, sequence and resource guide, for high school English Language Arts and Mathematics. Curriculums are to be fully deployed for the 2013-2014 school year.
- Training for high school English Language Arts and Mathematics curriculum teams in facilitating professional development using Common Core State Standards, creating lesson plans that follow Common Core State Standards. Approximately 50 people to be trained.
- Training for high school English Language Arts and Mathematics teachers in the use and classroom adoption of curriculums based on Common Core State Standards. Approximately 300 people to be trained.

- Training for elementary instructional coaches in facilitating professional development using Common Core State Standards, creating lesson plans that follow Common Core State Standards, and developing formative assessments of teachers utilizing Common Core State Standards. Approximately 130 people to be trained.

D. Background

The Board of Public Education provides leadership and policy direction to MNPS. MNPS is the 49th largest urban school district in the nation. The consolidated city-county district covers Davidson County, an area of about 525 square miles.

MNPS is a vast and diverse school system, serving students from more than 80 different countries, speaking more than 70 different languages. MNPS has evolved over the years into one of the most racially, ethnically, and socio-economically diverse school districts in the country. The district is comprised of 139 schools, including 72 elementary schools, 34 middle schools, 21 high schools, three alternative schools, four special education schools, and five charter schools. MNPS is also proud to have the region's first Big Picture High School, as well as 12 high schools implementing themed-based academies and a Middle College High School that offers dual high school and college enrollment.

The school district is led by a nine-member elected Board and its appointed Director of Schools. Funds for the system's operation are approved and provided by the Metropolitan Nashville Council, as the Board has no taxing authority. Based on a solid foundation of excellence, MNPS is taking public education into the 21st Century with zeal, integrity, creativity, and with the growing support and collaboration of the community.

Further information on MNPS is available at its website: www.mnps.org.

E. Inquiries

Direct questions related to this RFP to Gary Appenfelder, and submit such questions in writing (email to purchasing @mnps.org; letter, fax to 615-214-8656). Include the RFP number, page, and paragraph number for each question.

If you mail the questions to the Purchasing Department, do not place the RFP number on the outside of the envelope containing questions, as it may be improperly identified as an envelope with a sealed proposal and may not be opened until after the official RFP due date.

The only official answer or position of MNPS will be the one stated in writing.

F. Method of Source Selection

MNPS is using the Competitive Sealed Proposals method of source selection, for this procurement.

Award(s), if made, will be made to the **Responsive** and **Responsible** Offeror(s) whose proposal is most advantageous to MNPS, taking into consideration price and the other factors set forth in this Request for Proposal (RFP). MNPS will not use any other factors or criteria in the evaluation of proposals received.

MNPS may, as it deems necessary, conduct discussions with **Responsive** and **Responsible** Offeror(s) for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

G. Pre-Proposal Conference

If a Pre-Proposal Conference is deemed necessary, the date, time and location of the conference will be communicated by email to prospective proposers and posted on the MNPS posting site.

H. Minimum (general) criteria to be determined “Responsive”

- Does the proposal submitted conform in all material respects to the solicitation?
- Specific examples include: Were minority-owned and/or woman-owned business enterprises (MWBE) considered for subcontract work and contacted in a timely manner for this contract proposal (Good Faith Effort)? Was sufficient documentation provided with the proposal to demonstrate that Good Faith Efforts were made?
- Does the proposer take significant exceptions to the MNPS standard contract terms?

I. Minimum (general) criteria to be determined “Responsible”

- Does the Offeror demonstrate an understanding of MNPS’s needs and proposed approach to the project?
- Does the Offeror possess the ability, capacity, skill, and financial resources to provide the service?
- Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the Offeror have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- Has the Offeror performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract MNPS seeks to establish through this RFP?
- Does the Offeror propose to perform the work at a fair and reasonable cost?

J. Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. MNPS reserves the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
RFP Issued	Mar 29, 2012
Deadline for submittal of questions	Apr 5, 2012
Pre-Proposal Conference	TBD
Amendment Issued for Answers to Questions	Apr 10, 2012
Proposals Due	Apr 16, 2012
Procurement Nondiscrimination Program Review	ASAP
Evaluation of Criteria Begins	ASAP
Complete Evaluation of Proposals (Short List)	ASAP
Complete Contract Negotiations/Execute Contract	ASAP

2) Constraints on the Contractor

N/A

3) Functional Requirements

- By the end of June, 2012, the Contractor will have provided the training to the high school English Language Arts and Mathematics curriculum teams, including an overview of the Common Core Standards, guidance in developing power standards, deconstructing standards, and the addition of learning targets to the standards. Training should also include guiding curriculum teams through a curriculum analysis.
- By the end of December, 2012, the Contractor will have provided training to the high school English Language Arts and Mathematics curriculum teams that includes the development of a scope and sequence and resource guide.
- By the end of June, 2013, the Contractor will have provided training, in partnership with the high school curriculum teams, to the high school English Language Arts and Mathematics teachers, as described in this RFP's Scope of Services, including deconstructing standards and the creation of a full set of unit/lesson plans for the fall semester of 2013.
- By the end of May 2013, the Contractor will have provided in-depth training, as described in this RFP's Scope of Services, to the elementary instructional coaches.
- All deliverable work products described herein are to be provided both electronic and hard copy form.
- All work products produced during this project will be solely and exclusively owned by the Metropolitan Board of Public Education.

4) Contractor Personnel Requirements

- A. Contractor shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a

criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

5) Contractor Responsibilities

- A. The Contractor shall provide a single point of contact for MNPS.
- B. Detailed resumes for all management and key personnel shall be submitted with each proposal.

6) MNPS Departmental Responsibilities

MNPS will provide a single point of contact for administration of the project.

7) MNPS's Right to Inspect

MNPS shall have the right to inspect any facility or project site where the services performed under the resultant contract are performed.

8) Terms and Conditions of Contract

A contract resulting from this RFP shall be subject to the terms and conditions set forth in the attached Contract template. Any exceptions to these contract terms must be expressed in the proposal submitted. Exceptions to the MNPS contract terms will be considered in the assessment of Responsiveness.

9) Procurement Nondiscrimination Program Requirements

- A. When use of subcontractors is anticipated, the consideration and contact of minority-owned and/or woman-owned business enterprises (MWBE) with a significant presence in the Nashville MSA is required for a *Responsive offer***

Metro's Business Assistance Office (BAO) will provide a listing of known Metro registered and certified MWBE firms. You are encouraged to reach out and develop additional MWBE firms for inclusion in your offer but they must be registered online with Metro prior to the proposal time and date. Certification is required by the time of the proposal due date.

- B. The provision of the following items as part of the proposal package is a minimum requirement for a responsive proposal**

Covenant of Nondiscrimination

Your firm has committed to the Covenant of Nondiscrimination when registering with Metro to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each proposal).

Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected.

Each proposer must provide the enclosed form indicating that the proposer has delivered written notice to at least three (3) available MWBEs if use of MWBEs is reasonable and if BAO can provide at least three MWBEs for the applicable

category. The interested, notified, successful, and unsuccessful bid prices are one of the several required responses on the form.

Letter of Intent to Perform as a Subcontractor/Joint Venture.

In the event that a proposer submits the use of subcontractors, suppliers, and/or joint ventures, a letter of intent signed by both the subcontractor/supplier/joint venturer must be submitted to MNPS Purchasing by the end of the second business day following issuance of the intent to award letter.

Registration and Certification.

To be considered Responsive, the subcontractor, supplier and/or joint venturer must be registered online with Metro by the proposal due date. Certification is required by the time of the proposal due date.

C. Assistance in Locating an Minority-Owned or Woman Owned Businesses

Proposers who desire assistance in locating potential MWBE subcontractors and suppliers are encouraged to contact the BAO by email at BAO@nashville.gov or call the BAO at (615) 880-2814.

10) Assistance to Small Businesses as Subcontractors and Suppliers

A. Incentive for Small Business Participation

MNPS provides an incentive to Proposers to maximize the usage of small businesses in the performance of the contract. In the evaluation of proposals, MNPS rewards Proposers for committing to use small businesses as subcontractors by considering the minimum percentage of total contract dollars of committed small business subcontractor participation. In addition, if the Proposer is a small business, MNPS rewards the Proposer for the amount of work it commits to self perform.

B. Assistance in Locating Small Businesses

Proposers who desire assistance in locating potential small business subcontractors and suppliers are encouraged to contact the BAO by email at BAO@nashville.gov or call the BAO at (615) 880-2814.

C. Definition of Small Business

A “small business” means a United States business which is independently owned and operated and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field. In addition, in order to qualify as a small business for purposes of this RFP, a business must meet the standards set forth in Metro’s Small Business Standards included as an Attachment to this RFP.

D. Documentation Requirements

Proposer must complete the *List of Proposed Small Businesses* Exhibit to this RFP and submit the Exhibit with the Proposal to make a commitment to use subcontractors that claim small business status. Changes to the list of proposed small businesses must be submitted in writing and approved in advance by MNPS. Proposer must confirm that any small businesses to be included in its proposal meet the small business standards set forth by Metro. Proposer shall

likewise notify its proposed small businesses that MNPS requires 1) that the subcontractor be registered to do business with Metro, and 2) have been approved as a small business through the submission to Metro of documentation to confirm small business status including a copy of their two most recently submitted business tax returns as well as IRS form 941-Employer's Quarterly federal tax return. This information will be reviewed by Metro and used to confirm the small business status. Small business status must be approved by Metro *prior* to proposal submission. ***While Metro commits to having documents reviewed and status granted as quickly as possible after the receipt of the necessary documentation, to be safe, documents should be submitted no later than four days before the bid/proposal is due to allow time for status to be granted.***

E. Progress Payments to the Contractor

As a condition of progress payments to the contractor, MNPS will require that Contractor submit evidence of participation of and Contractor's payment to all small businesses participating in any resultant Contract. This evidence shall be submitted with each invoice and shall include copies of subcontracts, subcontractors' applications for payment, subcontractors' certified payrolls, and proof of payment to small business subcontractors; and purchase orders, Invoices, and proof of payment to small business suppliers.

F. MNPS Remedies for Misrepresentation

If, during the course of the Contract, Contractor fails to maintain the level of small business participation committed to in the Contractor's Proposal, or if any material representation made in Contractor's proposal concerning the small business status of any Subcontractor or Contractor's involvement in the ownership, operation or management of any subcontractor claiming status as a small business is shown to be false. MNPS may, at its sole option and in addition to any other remedies available under the Contract, at law or in equity, terminate the Contract. Further, in the event that MNPS terminates the contract, the Contractor shall pay MNPS's full re-procurement costs, including, without limitation, any costs associated with re-procurement delays. MNPS will institute debarment proceedings against any Proposer that misrepresents in a proposal any material fact concerning the small business status of itself or any subcontractor or Proposer's involvement in the ownership, operation, or management of any subcontractor claiming status as a small business. In addition, MNPS may, at its sole discretion, assess a charge representing the cost of all audit and legal time and expense incurred by MNPS as a result of the Contractor's failure to maintain the level of small business participation committed to in the Contractor's proposal.

11) Instructions for Proposal

A. Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

B. Contact Information

Offeror must complete and submit Attachment E (Contact Information) with the Proposal.

C. Debarment or Suspension

Offeror must complete and submit Attachment F (Certification Regarding Debarment or Suspension) with the Proposal.

D. Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for the proposal. Offeror also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, MNPS may rescind its acceptance of the Offeror's proposal. The insurance requirements are attached.

E. Delivery of Proposals

All proposals are to be delivered before **3:30 PM CT** on April 16, 2012 to:

***Metropolitan Nashville Public Schools
Purchasing Department
Gary Appenfelder
2601 Bransford Avenue
Nashville, TN 37204***

MNPS WILL NOT accept any proposals received after the deadline stated above or delivered to a location other than what is listed above. Late or incorrectly delivered proposals will be returned to the Offeror at their expense or destroyed after 30 days.

Proposers must **submit one (1) original**, and **two (2) exact duplicate, numbered copies** of the proposal response and **one (1) electronic copy** of the complete proposal response including any attachments, on a WINDOWS PC compatible CD.

All proposals must be signed by an officer or employee having authority to legally bind the Respondent(s). Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction. Respondents are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; only names of the Proposers will be read aloud.

List the RFP Number on the outside of the box or envelope and note, "Request for Proposal enclosed".

Unless by specific invitation, evaluation committee members, school board members and school board personnel (except the Purchasing Representative)

are not to be contacted prior to the Board of Education's decision to approve or reject the final recommendation presented to it by the evaluation committee. Failure to comply with this requirement may be grounds for disqualification.

Specifically, this **NO-CONTACT PERIOD** shall commence on the initial date of posting of the Request for Proposals and continue through and include the date the Board of Education makes its determination to approve or reject the final recommendations.

F. Evaluation of Proposals (Procedure)

MNPS will first examine proposals to eliminate those which are clearly non-responsive to the stated requirements. Therefore, Offerors should exercise particular care in reviewing the Proposal Format required for this RFP.

The Office of Minority and Women Business Assistance (BAO) will work with proposers to ensure effort was made to satisfy the Procurement Nondiscrimination Program requirements. However, after limited engagement, if a firm fails to demonstrate effort to achieve this requirement, the BAO will request of the Director of Purchasing that the proposal be determined non-responsive.

Proposers who are determined to be non-responsive and/or non-responsible will be notified of this determination. The remaining proposers will also be notified.

The evaluation committee will then score all responsive and responsible proposals based upon the evaluation criteria detailed herein. Upon completion of the initial scoring, the committee may recommend a single finalist or enter into a short-listing process with those offerors whose proposals are determined to be in the competitive range.

The detailed evaluation process that follows the initial scoring may result in, but not limited to, a series of requests of the offerors for clarifications, additional discussions, presentations, amended proposals, contract negotiations, best and final offers, and/or detailed reference checks. This process may involve multiple short-listing rounds for the purpose of achieving contracts that are in the best interests of MNPS as determined by the evaluation committee.

The method used for scoring objective criteria (e.g. cost, small business participation, time of completion, etc.) shall be based on comparison of all responsive and responsible proposals.

Other criteria scores may be adjusted upward or downward during discussions. This movement will result from further detailed review of short listed proposals and consideration of additional information received through discussions and written submittals. However, the points assessed for any evaluation criterion will not exceed the total points available for that criterion.

If, during discussions, MNPS discovers modification of requirements is necessary, the RFP will be amended. Subsequent scorings may be based on comparison of only the short listed proposers.

If, at any time during the evaluation process, it is determined that a proposal is non-responsive or non-responsible, that proposal will be removed from consideration for award and all proposers notified of this decision.

MNPS reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects. A uniform sample of references will be checked for each short-listed offeror.

The MNPS Director of Purchasing reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as he/she may deem appropriate.

Receipt of a proposal by the MNPS Purchasing Department, or a submission of a proposal to the MNPS Purchasing Department, offers no rights upon the Offeror nor obligates MNPS in any manner.

The Director of Purchasing reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of MNPS. Any such waiver shall not modify any remaining RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the Contract.

In order to complete the evaluation process faster, list the name, address, phone number, fax number, and email address of the person capable of answering any questions that may arise during the evaluation process.

(Please Print or Type)

Company Name: _____

Attention: _____

Address: _____

City/ST/Zip: _____

Phone: _____

Fax: _____

Email: _____

G. Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the MNPS Purchasing Department of such error in writing and request modification or clarification of the document. The Purchasing Department will make

modifications by issuing a written amendment to the RFP and will give written notice to all parties who have received this RFP from MNPS.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

H. Proposals and Presentation Costs

MNPS will not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

I. Rejection of Proposals

The Director of Purchasing reserves the right to accept or reject, in whole or in part, any or all proposals submitted. The Purchasing Agent shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

J. Acceptance of Proposals

The Director of Purchasing shall accept all proposals that are submitted properly. However, the Director of Purchasing, or designee, reserves the right to request clarifications or corrections to proposals.

K. Requests for Clarification of Proposals

Requests by the Evaluation Committee for clarification of proposals shall be distributed by the Purchasing Department in writing (or email).

L. Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the opening date of the Request for Proposal.

M. Protests

Any actual or prospective offeror who is aggrieved in connection with the Request for Proposal or award of a contract may protest to the Director of Purchasing. The protest shall be submitted in writing in accordance with FMp 2.140 (Procedure for Protest and Appeal for Metropolitan Nashville Board of Public Education and Metropolitan Nashville Public Schools) within ten days after such aggrieved person knows or should have known of the facts giving rise thereto.

12) Evaluation Criteria

A. Proposal Evaluation Committee

A committee appointed by the MNPS Director of Purchasing will evaluate proposals. Other agencies and consultants of MNPS may also examine

documents. The committee will make recommendation(s) to the Director of Purchasing to consider.

B. Response Format

The information listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by an offeror to include all listed items may result in the rejection of its proposal.

C. Evaluation Criteria (Factors)

The factors to be considered in the evaluation of proposals are listed below. While MNPS believes all these items to be of importance, their relative weight is indicated by the points each evaluation criteria will receive. Within each evaluation criteria, subsets of the criterion may be defined to clarify the point distribution for that evaluation criterion. Award(s) will be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to MNPS. No other factors or criteria will be used in the evaluation.

• Tab I, Business Plan

Total points available for this criterion are 30 points.

- Open with a cover letter indicating the underlying philosophy of your firm in providing the requested service/product. Express your understanding of the contract scope, functional requirements, Contractor responsibilities, and the desired deliverables.
- Provide a detailed plan of your firm’s proposed approach (including timeline with major tasks and sub-tasks), addressing in detail the scope and functional requirements of this RFP.
- What is your remediation plan in the case of certification trainees who initially fail to obtain necessary competencies in the prescribed course time?
- Include a proposed quality assurance plan your firm will conduct to ensure the performance of the RFP deliverables.
- Describe your plan to provide administrative oversight of the services.
- Describe your plan to provide communication interface with MNPS.
- Provide an evaluation plan that will enable MNPS to monitor the effectiveness of the services. Specifically describe your proposed method of objectively confirming that each of the trainees described in this RFP’s Scope of Services has achieved the skills and competencies described.
- Describe how you will monitor “client satisfaction” and provide reports to MNPS
- Describe your procedures regarding documentation and record keeping that will be used on this Project, and how MNPS will be able to access those documents and records.
- Identify potential risks associated with the execution of this contract and how your firm proposes mitigating those risks.

- Attachment G to this RFP is a pro forma contract. Indicate any exceptions to the general terms and conditions in your proposal. RFP scores will reflect MNPS’s assessment of the impact for these considerations. MNPS may reject the proposal as non-responsive if, in the evaluation of MNPS, the requested changes are unacceptable.

- **Tab II, Experience and Qualifications**

Total points available for this criterion are 15 points.

- Include the description of the proposed team, including key personnel and subcontractors, and the role to be played by each member of the proposed team, including time to be contributed by each member.
- What are the proposed team’s organizational structure, interrelationships, and interactions?
- Include the résumés of all managers, senior level supervisors, and key personnel (indicate if they are a subcontractor) who will be involved in providing the required services.
- What license(s) and certification(s) do these individuals have that would convey their ability to perform the contract?
- Address your firm’s financial health to completely perform the contract. Include your firm’s financial statements from the past two years. Identify any areas of concern or limitations that MNPS should consider.

- **Tab III, Compensation and Cost Data**

Total points available for this criterion are 25 points.

- All prices provided in response to this RFP are to be inclusive of all shipping charges (FOB dock).
- All prices submitted must be free of all federal, state and local taxes unless otherwise imposed by a government body and applicable to the materials on this RFP.
- All prices provided are to be fixed for the term of the awarded contract.
- Provide separate pricing for any training/workshop sessions to be provided or available, including duration, maximum attendance and requirements for MNPS (setup, projectors, etc.).
- Identify and break out optional items/services and their costs from the core proposal cost.
- Address any warranty and/or extended warranty costs.
- Address any licensing or maintenance costs.
- Include any additional lifecycle costs.
- Identify potential cost overrun risks associated with the execution of this contract and how your firm proposes mitigating those risks.
- For services or goods that are applicable throughout the district, unless explicitly stated otherwise in the final contract, Contractor is not guaranteed any specific quantity of purchase during the contract term. Pricing provided in

response to this RFP will apply to any incremental quantity purchased, except in the case that responder quotes pricing in a quantity-price type of matrix/table.

- **Tab IV, Capacity and Ability to Meet Scheduling Requirements**

Total points available for this criterion are 15 points.

- What is your plan to meet the schedule requirements for this contract?
- Describe in detail how your firm is structured to ensure timely execution of the deliverables.
- What timing/performance concerns do you have in performing this contract?
- How does your firm propose mitigating these concerns?

- **Tab V, Past performance and References**

Total points available for this criterion are 10 points.

- Provide a listing of previous customers (not to exceed 10) that purchased your services/product that were of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.
- Information provided for each client shall include the following:
 - a) Client name, address, email, and current telephone number
 - b) Description of services provided
 - c) Time period of the project or contract
 - d) Budgeted amount and final billing amount (explain any cost variance)

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal and will be reflected in the scoring.

- **Tab VI, Small Business Participation**

Total points available for this criterion are 5 points.

- In order to receive credit in this category, the *List of Proposed Small Businesses* must be completed and signed by a company officer empowered to bind the Proposer to the provisions in this RFP and any contract awarded pursuant to the PRP. The Proposer must submit a *List of Proposed Small Businesses* OR a statement that no Small Businesses are proposed.
- The maximum points available for this criterion are listed above. However, the credit allowed is no more than 1 point granted for each 1% of total contract value for small business utilized.

Attachments A
Procurement Nondiscrimination Program Forms
Form Submission Procedures

Demonstrating compliance with the Procurement Nondiscrimination Program requires the submission of the following forms:

1. **Statement of Good Faith Efforts**- This completed form is required at the time of bid/proposal submission. Each of the first three listed statements must be initialed by an authorized company official indicating that the prime contractor has made all of the good faith efforts required by the Procurement Nondiscrimination Program. Prime contractors should initial any of the additional good faith efforts listed subsequently on the form as they are applicable.

This form must be signed by a principle of your company and dated.

2. **Statements of Interested, Notified, and Successful Subcontractors** – This completed form is required at the time of bid/proposal submission to provide MNPS with information regarding your outreach efforts. The first section of this form should list those firms that have contacted you as well as those with whom you have made contact regarding potential participation on this project. The second section of this form should list the MWBE subcontractors with whom you have decided to work with on this project if awarded.

Submitted forms should be fully completed and specify the MWBE company names, individual(s) contacted, date contacted, MWBE Certificate Type, percentage of total contract value to be awarded, a description of the work to be performed, and the UNSPS Code of the work. A copy of the codes can be provided upon request to the BAO.

NOTE: Reasons for declining offers made by potential MWBE partners must be noted on this form.

This form must be signed by a principle of your company and dated.

3. **Letter of Intent to Perform as a Subcontractor/Joint Venture**--This form is to be completed and submitted by the apparent successful participant **by the end of the second business day following notice of intent to award from MNPS**. It should specify the names of the MWBEs with whom the prime contractor intends to subcontract or joint venture. Additionally it should detail the work to be performed, the total value of the MWBE participation on the contract in dollars and percentage and must be signed by both the MWBE subcontractor/joint venture partner AND the prime contractor and dated.

NOTE: A separate form must be completed for each individual MWBE subcontractor/joint venture partner.

Any additional questions regarding required detail and documentation to demonstrate Procurement Nondiscrimination Program compliance should be directed to the Business Assistance Office at 615-880-2814.

Attachment A (continued)
Good Faith Efforts

Subject: Proposal for _____
(Name of Project)

Pursuant to the requirements for Participants under the Procurement Nondiscrimination Program, and in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by the Metropolitan Nashville Board of Public Education, I/We, attest that I/We have made the following efforts to ensure that potential MWBE subcontractors were notified of the opportunity to participate as a subcontractor or joint venturer on this project.

- _____ I/We have made efforts to include MWBEs in the procurement process and to ensure that businesses are not discriminated against on the basis of race, ethnicity or gender;
- _____ I/We have delivered written notice to three available certified MWBEs for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract.
- _____ I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the Contract, bonding requirements, and the last date and time for receipt of price quotations.

Additionally, _____ has made the following Good Faith Efforts to include MWBEs as subcontractors or joint venturers on this project.

- _____ I/We have attended a special meeting called to inform business and individuals of subcontracting or supply opportunities.
- _____ I/We have, in accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by a MWBE.
- _____ I/We have provided a written explanation for rejection of any potential subcontractor or vendor to the BAO, included the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.
- _____ I/We have actively solicited, through sending letters or initiating personal contact, MWBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.

_____ I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of MWBEs for the Metropolitan Government contract under consideration.

_____ I/We have advertised in publications of general circulation in the Nashville Metropolitan Statistical Area ("MSA"), trade publications and other media owned by, or otherwise focused or marketed to MWBEs, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.

_____ I/We have conducted discussions with interested MWBEs in good faith, and provided the same willingness to assist MWBEs as has been extended to any other similarly situated subcontractor.

_____ I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a nondiscriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

Printed Name of Company Official

Date

Signature

Title of Company Official

Fully Company Name

Mailing Address

Area Code/Phone Number

City, State, Zip

Please contact the Business Assistance Office (615) 880-2814 with any questions about information which may be required.

Attachment A (continued)
**Letter Of Intent To Perform As A
Subcontractor/Joint Venture**

This form is to be completed and submitted by the apparent successful participant by the end of the second business day following notice of intent to award.

Proposal for _____
(Name of Project)

Prime Contractor Name _____

The undersigned has agreed to perform work in connection with the above project as:

a subcontractor a joint venture

Detailed description of work items to be performed:

At the following price(s): \$ _____

The total value of MWBE participation under this Subcontractor/Joint Venture Agreement is \$ _____; which is estimated to be _____% of the total Proposal.

Signature of Subcontractor/Joint Venturer

Printed Name: _____

Title: _____

Date: _____

The undersigned will enter into a written agreement with the above subcontractor for the work described upon award and execution of a contract with The Metropolitan Government.

Signature of Prime Contractor

Printed Name: _____

Title: _____

Date: _____

Attachment A (continued)
STATEMENTS OF INTERESTED, NOTIFIED AND SUCCESSFUL SUBCONTRACTORS

Please complete this form to provide Metro with information regarding your outreach efforts. Please include information appropriately regarding those certified MWBEs that you contacted, who contacted you and those that you have decided to work with on this project. Please add additional copies of this sheet as necessary so that you may list ALL MWBEs with whom you've had contact. Please contact the Business Assistance Office with any questions at 615-880-2814.

Project Name _____ RFP/ITB Number _____

As part of our regular and customary good faith efforts to include MWBE subcontractors, suppliers and joint venturers, _____ has contacted or was contacted by the following certified MWBEs related to our bid/proposal.

Company Name

<i>Business Name & Contact</i>	<i>Phone No</i>	<i>MBE/WBE Certificate Type</i>	<i>Date of Contact</i>	<i>Method of Contact</i>	<i>Who Initiated Contact?</i>	<i>If Bid Submitted, Amount of Bid*</i>	<i>Offer Accepted or Declined</i>	<i>Reason(s) for Declining</i>

*STATEMENT OF BID/PRICE QUOTATION

Having submitted a Proposal/bid for the above referenced project, if awarded the contract, (Company) _____ advises that contingent upon award of the contract to our company, our subcontractor, suppliers, or joint venture partnership participation is projected to be as follows:

<i>Business Name & Contact</i>	<i>Phone No</i>	<i>MBE/WBE Certificate Type</i>	<i>Dollar value</i>	<i>Estimated % of total contract value</i>	<i>UNSPS Code # for work to be performed</i>	<i>Work to be performed</i>

Name _____ Title _____ Date _____

Attachment B
Affidavits

State of _____ County of _____

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Title) of _____ (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with MNPS's Procurement Policy, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a MNPS contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Nondiscrimination: Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Nashville Public Schools not to discriminate on the basis of age, race, sex, color, religion, national origin or handicap and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this contract, contractor certifies and warrants it will comply with this policy.

And Further Affiant Sayeth Not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 200____.

Notary Public

My commission expires: _____

Attachment C
Guidelines for Assistance to Small Businesses

A Small Business satisfies all of the following criteria:

- (a) A United States business which is independently owned and operated, and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation;
- (b) Either has no more than the following number of employees or has no more than the following annual sales volume for the applicable industry; and

INDUSTRY	ANNUAL SALES VOLUME	MAXIMUM NUMBER OF EMPLOYEES*
Agriculture, Forestry, Fishing	\$500,000	9
Architectural/Design/Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Educational	\$1,000,000	9
Finance, Insurance, Real Estate	\$1,000,000	9
Information Systems/Technology	\$2,000,000	30
Manufacturing	\$2,000,000	99
Marketing/Communications/Public Relations	\$2,000,000	30
Medical/Healthcare	\$2,000,000	30
Mining	\$1,000,000	49
Retail Trade	\$750,000	9
Service Industry	\$500,000	9
Transportation, Commerce, and Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19

- (c) Meets the following additional criteria:
 1. Has demonstrated capability to perform independently a substantial portion of the contract they seek, or a substantial portion of the subcontract for which they are proposed by a bidder or offeror, as specified by the Purchasing Agent;
 2. Not share or jointly use office space, production, marketing and sales, business support systems, personnel, or equipment with any business not classified by Metro as a small business (i.e., a large business);
 3. Has existed as a legal business entity for a minimum of one year (twelve months of continuous business enterprise), performing independently and satisfactorily and achieving a minimum of \$35,000.00 sales income (collected sales dollars not simply booked sales);
 4. Not be owned, controlled, or directed by individuals or groups of individuals who own, control, or direct a large business involved in the same category of work as the business for which small business status is sought;

5. If a supplier, be an authorized regular distributor with normal wholesale agreements for the Product or products to be supplied; and
6. If a construction contractor, be licensed as required by the state to perform the work for which it has submitted a bid or has been proposed by a prime as a subcontractor.

*NOTE: Employee means a person (or persons) employed on a full-time (or full-time equivalent), a permanent basis. Full-time equivalent includes employees who work 30 hours per week or more. Full-time equivalent also includes the aggregate of employees who work less than 30 hours a week, where the work hours of such employees add up to at least a 40 hour work week.

The totality of the circumstances, including factors relevant for tax purposes, will determine whether persons are employees of a concern. Temporary employees, independent contractors or leased employees are not employees for these purposes. The owner(s) are excluded from this classification.

SMALL BUSINESS STATUS

If Firms desire to claim the status as a small business, they must

- 1) Be registered to do business with Metro at <https://smartrac.nashville.gov/newvendorlogin.aspx> , and
- 2) Have been approved as a small business through the submission to Metro of documentation to confirm small business status including a copy of their two most recently submitted business tax returns as well as IRS form 941- Employer's Quarterly federal tax return.

This information will be reviewed Metro's BAO and used to confirm the small business status. Small business status must be approved by Metro **prior** to submission. ***While Metro commits to having documents reviewed and status granted as quickly as possible after the receipt of the necessary documentation, to be safe, documents should be submitted no later than four days before the proposal opening date to allow time for status to be granted.***

Attachment D
List of Proposed Small Businesses for RFP _____

Proposer Name: _____

Notice: Small businesses listed must be registered with Metro and small business status must be approved by Metro **prior** to proposal submission. Registration can be completed online at: <https://smartrac.nashville.gov/newvendorlogin.aspx>

	Small Business Name	Small Business Address, Phone Number and email address	Industry of Work to be Performed by this Small Business (see <i>Instructions below this table</i>)	Phase in project when Small Business is anticipated to perform work	Minimum Amount & <i>Percentage</i> of total contract dollars to be spent with this Small Business
1.					
2.					
3.					
4.					
5.					
6.					

INSTRUCTIONS:

- If the proposer is a small business, the proposer should also be included in this list.
- If more than six (6) Small Businesses are to be listed, please attach an additional sheet.
- For the "Industry of Work to be Performed by this Small Business" column, you must enter an Industry listed here: Agriculture, Architectural/Design/Engineering; Educational; Information Systems/Technology; Marketing/Communications/Public Relations; Medical/Healthcare; Forestry, Fishing; Mining; Construction; Manufacturing; Wholesale Trade; Retail Trade; Finance, Insurance, Real Estate; Transportation, Commerce, and Utilities; Service Industry

TOTAL _____

Submission of a proposal shall constitute Proposer's representation that neither Proposer nor an officer, agent or employee of Proposer, or the spouse, parent or child of an officer, agent or employee of Proposer, is involved in the ownership, operation or management of any subcontractor claiming status as a small business for purposes of this Proposal and Contract.

 Name and Title of Person submitting this form

Attachment E
Contact Information

Company's Legal Name: _____

Company's Official Address: _____

Federal ID Number: _____

Company Web Site (URL): _____

Contractor's contact person for contract administration

Name: _____

Address: _____

Phone number: _____

Fax number: _____

E-mail address: _____

Contractor's agent or contact person for legal notifications

Company: _____

Name: _____

Address: _____

Phone number: _____

Fax number: _____

E-mail address: _____

Attachment F
Certification Regarding Debarment or Suspension

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a proposal in response to this Request for Proposal:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. Principals, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Proposer shall provide immediate written notice to the Metro Nashville Public Schools Director of Purchasing if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to Metro Nashville Public Schools, the Metro Nashville Public Schools Director of Purchasing may terminate the contract resulting from this solicitation for default.

Printed Name of Representative:

Signature/Date: _____ / _____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

Attachment G
Pro Forma Contract

CONTRACT BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
BY AND THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION
AND
[insert complete name of Contractor]
FOR PURCHASE OF GOODS AND SERVICES

This contract is entered into on this ___ day of _____, 20___, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION ("MBPE") and *[insert name and address, including zip code, of Contractor]* ("Contractor"). This contract consists of the following:

- a) This document,
- b) *[insert title and number of RFP/ITB]*,
- c) *[insert titles and numbers of RFP/ITB amendments]*,
- d) Contractor's Bid/Proposal dated *[insert date]*

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- a) any properly executed amendment or change order to this contract, (most recent with first priority),
- b) this contract,
- c) Contractor's Bid/Proposal dated *[insert date]*,
- d) *[insert title and number of RFP/ITB]*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and MBPE agrees to purchase the following goods and services:

Brief description insert here

2. **Delivery and Installation.**

- a) All deliveries shall be made pursuant to a written purchase order issued by Metropolitan Nashville Public Schools, which assumes no liability for any goods delivered without such purchase order. All deliveries shall be made to within () days of the issuance of a purchase order.
- b) Installation is required. Installation shall be completed within days of the date of delivery.

3. **Term.** The term of this contract will begin [*insert start date*] and end [*insert end date*].
4. **Compensation.** Contractor shall be paid \$ _____ upon receipt of invoice. In no event shall the total compensation for this contract exceed \$ _____ for the contract term.

There will be no other charges for the performance of this contract.

MBPE will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payments within 60 days. MBPE will make reasonable efforts to make payments to small businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

Contractor shall submit a written report with invoice to MBPE each month setting forth the services provided in the billing period. Such report shall include, but not limited to, description of type of service, date, time and duration of service, agendas, sign-in sheets, attendance rosters. Payment of invoices may be withheld if documentation is not sufficient. MBPE may request additional documentation or explanation regarding services at any time and Contractor shall respond to such requests promptly with such additional information as MBPE may require. Failure to provide such additional information or explain why it cannot be provided within thirty days of receipt of the request from MBPE may be cause for termination of this contract.

5. **Contractor Performance Evaluation.**

6. **Taxes.** MBPE shall not be responsible for any taxes that are imposed on Contractor other than sales/use taxes stated above. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MBPE.

7. **Warranty.**

- a) Contractor warrants that for a period of one year from the date of delivery, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained. Such purposes are stated in the RFP.
- b) During the warranty period, MBPE may, at its option, request that Contractor repair or replace any defective goods, by written notice to Contractor. .

8. **License.** Contractor warrants and represents that it is the owner of or otherwise has the right to and does hereby grant MBPE a license to use any software provided for the purposes for which the software was obtained. Such purposes are set forth in MBPE' RFP.

9. **Copyright, Trademark, Service Mark, or Patent Infringement.**

- a) Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against MBPE to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark,

Service Mark, or patent. Contractor shall further indemnify and hold harmless MBPE against any award of damages and costs made against MBPE by a final judgment of a court of last resort in any such suit. MBPE shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. MBPE reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon MBPE unless approved by the Metro Department of Law Settlement Committee and, where required, the Metro Council.

- b) If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - i) Procure for MBPE the right to continue using the products or services.
 - ii) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to MBPE, so that they become non-infringing.
 - iii) Remove the products or discontinue the services and cancel any future charges pertaining thereto.
 - iv) Provided, however, that Contractor will not exercise option b.iii. until Contractor and MBPE have determined that options b.i. and b.ii. are impractical.
- c) Contractor shall have no liability to MBPE, however, if any such infringement or claim thereof is based upon or arises out of:
 - i) The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.
 - ii) The use of the products or services in a manner for which the products or services were neither designated nor contemplated.
 - iii) The claimed infringement in which MBPE has any direct or indirect interest by license or otherwise, separate from that granted herein.

10. Termination--Breach. Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, MBPE shall have the right upon 7 days written notification to terminate the contract.

11. Termination--Funding. Should funding for this contract be discontinued, MBPE shall have the right to terminate the contract immediately upon written notice to Contractor. Contractor shall be paid in full for all cost incurred to date and forth coming for equipment that is in process or that cannot be terminated without cost.

- 12. Termination--Notice.** MBPE may terminate this contract at any time upon thirty (30) days written notice to Contractor. Contractor shall be paid in full for all cost incurred to date and forth coming for equipment that is in process or that cannot be terminated without cost.
- 13. Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
- 14. Federal Economic Stimulus Funding.** If this Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act), then Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required. The Contractor (and any subcontractor) shall comply with the following:
- a) Federal Grant Award Documents, as applicable.
 - b) Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at: www.whitehouse.gov/omb/financial_offm_circulars/.
 - c) Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).
 - d) The Recovery Act, including but not limited to the following sections of that Act:
 - i) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - ii) Section 1512 – Reporting and Registration Requirements. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
 - iii) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:

- (1) gross mismanagement,
- (2) gross waste,
- (3) substantial and specific danger to public health or safety,
- (4) abuse of authority, or
- (5) violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any pre-dispute arbitration agreement. No pre-dispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

- iv) Section 902 – Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:
 - (1) to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
 - (2) to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.
- v) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general’s website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- vi) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- (1) to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
 - (2) to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.
- vii) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

- viii) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- e) The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.
- f) If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section 14, “Federal Economic Stimulus Funding.”

15. Notices.

Notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of the Chief Accountant, ACCOUNTING DEPARTMENT, BUSINESS OFFICE, METROPOLITAN BOARD OF PUBLIC EDUCATION, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204, with a copy to the recipient for MBPE notices listed below:

- a) All other notices to MBPE shall be mailed or hand delivered to:

Dept: Purchasing
Attn: Director of Purchasing
Addr: Metropolitan Nashville Public Schools
2601 Bransford Avenue
Nashville, TN 37204

Phone: (615) 259-8533
Email Addr: purchasing@mnps.org

b) Notices to Contractor shall be sent to:

Contractor:
Attn:
Addr:

Phone: ()
E-mail Addr:

c) Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: (name)
(address)
(phone)
Email Addr:

16. **Maintenance of Records.** Contractor shall maintain documentation for all charges against MBPE. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MBPE or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
17. **MBPE Property.** Any MBPE property, including but not limited to books, records and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to MBPE by Contractor upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be MBPE property.
18. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto.
19. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the

relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

- 20. Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 21. Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 22. Non-Discrimination.** It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MBPE's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MBPE or in the employment practices of MBPE's Contractors. Accordingly, all Proposers entering into contracts with MBPE shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
- 23. Criminal Background Checks.** Contractor shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.
- 24. Insurance.** Contractor shall maintain comprehensive general liability and automobile liability insurance, both with limits of not less than one million dollars and, if necessary, commercial umbrella insurance with limits of not less than \$1,000,000 per occurrence. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. A certificate of insurance, on a standard ACCORD form, evidencing said coverage shall be provided to MBPE prior to commencement of performance of this Contract. The METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY by and through the METROPOLITAN BOARD OF PUBLIC EDUCATION shall be included as an additional insured and this insurance shall apply as primary insurance with respect to any other insurance programs afforded MBPE. There shall be no endorsement

or modification to make this insurance excess over other available insurance. **Throughout the term of this contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.** Additionally, MBPE shall maintain adequate Builders Risk/All Risk Insurance for the project covering products provided by the Contractor naming the Contractor as an additional insured.

25. Contingent Fees. Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

26. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

27. Indemnification and Hold Harmless. Contractor shall indemnify and hold harmless MBPE, its officers, agents and employees from:

- a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and, Contractor shall pay MBPE any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this contract.
- b) Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- c) MBPE will not indemnify, defend or hold harmless in any fashion the Contractor from any claims, regardless of any language in any attachment or other document that the Contractor may provide.
- d) Contractor shall pay MBPE any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
- 28. Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event MBPE prevails, Contractor shall pay all expenses of such action including MBPE's attorney fees and costs at all stages of the litigation.
- 29. Assignment--Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of MBPE. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF MBPE'S CHIEF ACCOUNTANT, DIVISION OF ACCOUNTS, DEPARTMENT OF FINANCE, 2601 BRANSFORD AVENUE, NASHVILLE, TENNESSEE 37204.
- 30. Entire Contract.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
- 31. Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 32. Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
- 33. Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.
- 34. Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
- 35. Confidentiality of Records.** All educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of Family Educational

Rights and Privacy Act, also known as FERPA (20 U.S.C.A. s1232g), its regulations and Board policy.

36. **Compliance with the Americans with Disabilities Act.** The contractor will be required to provide assurances that it does not discriminate on the basis of disability in admission to, access to, or operations of its program, services, or activities, including *hiring or employment practices*. *The contractor will insure that qualified applicants and participants with disabilities in its services, programs, or activities have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.*
37. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.