

REQUEST FOR PROPOSAL (RFP)

NUMBER 19-43

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

This solicitation document serves as the written determination of the MNPS Director of Procurement that the use of Competitive Sealed Proposals for this solicitation is in the best interest of MNPS. The submission of a proposal is an official waiver of claims of confidentiality. All offers are public record.

RFP Title: Literacy Coaching Initiative



Procurement Staff Contact:

Kevin Edwards

615-259-8548

Kevin.Edwards@mnps.org

Posting Date: March 15, 2019

Proposal Due Date: April 5, 2019 at 1:00 p.m. CT

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 at <https://www.mnps.org/procurement/sourcingevents> 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 Kevin.Edwards@mnps.org.

RFP Number	<u>19-43</u>
Company Name	_____
Mailing Address	_____

Phone Number	_____
Contact Person	_____
Email Address	_____



Title:
Literacy Coaching Initiative

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 any other notifications submitted by the proposer.

1) Introduction/Overview

A. Introduction

The Schools of Innovation Office at Metro Nashville Public Schools seeks a partner that has extensive literacy coaching experience and demonstrated success with high-need urban schools. The Schools of Innovation is seeking a partner who believes all students regardless of the socio-economic status, ethnicity, or behavioral/emotional challenges deserves a high-quality literacy learning experience every day. This partner should demonstrate content knowledge on foundational reading skills, the instructional shifts represented in the Tennessee Academic Content Standards, literacy coaching, adult change management, and coaching of literacy coaches. The Schools of Innovation uses the CKLA literacy curriculum Grades K-4 and LearnZillion curriculum in Grades 5-12, and the partner must be able to demonstrate deep knowledge of the curriculum design, the implementation strategies, and ongoing supports for both curricula. Finally, Schools of Innovation uses the Student Achievement Partners Instructional Practice Guide for K-2 and 3-12 to support teacher practice development, and the partner should demonstrate progress tracking and coaching feedback using this tool.

The objective to be met through the award of this Request for Proposal is to enter into a contract with the selected Offeror to achieve the Purpose listed above. MNPS reserves the right to award multiple contracts should it be in the best interest of MNPS. The anticipated contract start date shall begin on or about June 1, 2019.

B. Background

The Board of Public Education provides leadership and policy direction to MNPS. MNPS is the 42nd largest urban school district in the nation. The consolidated city-county district covers Nashville and Davidson County, an area of about 525 square miles.

MNPS serves 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 160 plus schools, including elementary schools, middle schools, high schools, alternative schools, special education schools, and charter schools. MNPS is also proud to have the region's first Big Picture High School, as well as offering 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 City Council, as the Board has no taxing authority.

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



2) Requirements

A. Components

This 16-month coaching collaborative will involve:

1. Weekly coaching sessions for two network literacy specialists (elementary K-4 and secondary 5-12) that includes summer months
2. Collaborative planning support for the two network literacy specialists in providing 5 days of content for all 25 building-based literacy specialists, for three-day unit preparation at the elementary, middle, and high school levels, and one day launch professional development for 100+ K-12 teachers.
3. Job embedded coaching and feedback loops for leadership teams that include principal, assistant principals, and school-based literacy specialists (monthly at 6 elementary schools and 3 middle schools)-these coaching sessions should include classroom walk through components and collaborative planning analyses
4. Monthly PLCs for building-based elementary literacy specialists and secondary literacy specialists
5. Regular communication and reporting with Schools of Innovation leadership with School as well as problem solving and research cultivating for network leadership team.

Coaching will begin in June 2019 and finish at the end of September 2020.

Eligible Applicants

Applicants must meet the following requirements:

- Demonstrated foundational skills knowledge
- Demonstrated experience with CKLA in Grades K-4 and LearnZillion in Grades 5-12
- Demonstrated capacity to improve teacher performance in ELA
- Clear coaching model for teachers and for coaches
- Demonstrated ability to build capacity of administrators
- Documented experience with tracking Instructional Practice Guides data and providing consistent feedback to teachers, literacy coaches, principals and network literacy coaches
- Experience within schools in urban, high need settings
- Demonstrated training examples that support the instructional shifts in TN Academic Content Standards

Available Funds

A total of \$480,000 is available for this grant initiative, to be used over a 16-month grant period. Funds will be dispersed in monthly payment(s) after vendor submits invoices for completed work.

If at any time grant recipients are unable to meet the reporting obligations outlined in the contract, a portion or all of the funding may need to be repaid to MNPS.

Anticipated Outcomes:

1. Increased literacy growth and achievement outcomes on TNReady and FAST early literacy assessments
2. Improved Teacher Performance on Instructional Practice Guide Tool



3. Increased Teacher Efficacy data using School and Network Panorama survey results through the Teacher Coaching and Teacher Feedback questions

Outcome Measurements:

1. All schools will receive a 3 or higher on TVAAS literacy measure
2. All teachers in the network will be consistently performing in Core Action Three of the Instructional Practice Guide
3. All schools will meet AMO measures for TNREADY and district goals with FAST
4. 70% of teachers will report satisfaction through the Panorama coaching and feedback results

B. Constraints on the Contractor

- Contractor may not change assignments of Key Personnel without prior agreement by MNPS.
- Any proposed software, digital media, on-line service, or other product requiring installation in, or interface with, the MNPS technology infrastructure must be evaluated by the MNPS Technology Assessment Committee and confirmed as providing no risk to the infrastructure. Any cost of installation, connection, interface, access, etc. with the MNPS technology infrastructure must be clearly defined and included in the proposal pricing.
- Contractors that expect to do business with MNPS providing off-site hosted solutions must be able to support the following operating systems and browser versions as minimums. Any exceptions to these minimums must be clearly identified in the proposal:

Hardware Specifications

Category	Minimum Specification
Processor	Dual-Core Processor 1.6GHz
RAM	4 GB
Hard Drive	160 GB SATA
Removable Media	DVD+-RW
Network	<ul style="list-style-type: none"> • 1 Gigabit capable wired Ethernet (required) • 802.11N MIMO capable A/B/G/N wireless card (required for laptops)
Video	Video card must support multiple GPU's for multiple monitor support capable
Audio	Must have headphone/speaker and microphone jack
USB	USB 2.0; must have a minimum of 4 USB ports
Monitor	17" LCD display capable of 1280 x 1024 resolution

Software Specifications

Category	Minimum Specification	
	PC	Mac
Operating System	Windows 10 and Office 2016	Mac OS X version 10.6.x
Office Productivity	Microsoft Office 2010	Microsoft Office 2011
Web Browser	Internet Explorer 11	Safari version 5.0.x
JAVA	JRE 5 Update 11	J2SE 5.0



Microsoft .NET Framework	<ul style="list-style-type: none"> • .NET 3.5 Service Pack 1 • Silverlight version 3
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- To support the minimum requirements of operation, the Contractor's product(s) must be fully able to work within a 100Mb wire based connection and an 802.11b/g for minimum wireless bandwidth connectivity for the end use client. Contractors that have exceptions to these minimums must clearly identify the minimum operating requirements of their product/solution in the proposal.
- Wide area network connections for MNPS facilities are a minimum of 100 Mb metro-fiber with a shared internet egress capacity of 2 Gb for all MNPS facilities. The current egress utilization is at a 40-50% subscription rate during regular business hours.
- For on premise solutions, MNPS has adopted a Microsoft Operating System as a standard and server version 2008r2 and Microsoft SQL Database 2008R2 as a minimum platform of operation. MNPS has adopted and prefers to operate within Microsoft Server 2012R2 and Microsoft SQL Database v.2012 SP2. Contractors with solutions that operate outside of these standard operating environments must fully identify the OS, Database and minimum hardware platform requirements to support their product. Further, for any web based platform proposed that utilizes a web server engine other than Microsoft IIS, the same clarification must be provided to identify the solution being proposed.
- MNPS operates an EqualLogic SAN and will expect the solution proposed to utilize a data storage model, where necessary, on that platform. Exceptions to interactions with this storage platform must be fully identified in the proposal.
- Where on premise solutions are being recommended, the Contractor will provide an expected hardware architecture to support the operation of their solution based on the identified user base that will be utilizing the solution. This will include servers (specifications and counts per type), all associated licenses required for the solution (including any client side licensing models and/or 3rd party licensing requirements), and expected storage capacity to retain data for one full year of operations.
- If user load balancing is required, MNPS Operates an F5 unit to carry out these functions. Should a Contractor not be able to operate utilizing that platform, the exception must be clarified in the proposal.
- Whether hosted on premise or off premise, the Contractor must clearly identify the support options as they relate to time of day, days of week, and holiday availability, and entry level options based on any tier structure (e.g. Support level 1 begins at normal entry level support during normal business hours, Support level 2 offers second tier support entry level and 24-hour support, etc.)

3) Inquiries:

All questions concerning this RFP must be submitted by no later than **Tuesday, March 26, 2019 at 12:00 p.m. central time**. Direct all questions via email to Kevin.Edwards@mnps.org. Include the RFP number, page, and paragraph number for each question.

The only official answer to questions submitted will be provided in writing and posted as an Amendment to this RFP.



4) Source Selection and Contract Award

- 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 evaluation criteria set forth in this RFP (see section 10). MNPS will not use any other factors or criteria, other than those listed in section 10, in the evaluation of proposals received.
- MNPS reserves the right to negotiate price and contract terms and conditions with the most qualified firm(s) to provide the requested service. If a mutually beneficial agreement with the highest ranked firm is not reached, MNPS reserves the right to enter into contract negotiations with the next highest ranked firm and continue this process until an agreement is reached.
- An award of contract does not guarantee any volume or dollar amount of purchase. Awarded vendor(s) will receive a valid Purchase Order issued by Metro Nashville Public Schools for any orders.
- MNPS reserves the right to extend the terms, conditions, and prices of contract(s) awarded from this RFP 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 Procurement documents for Procurement of the goods/services; Proposer agrees that MNPS shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

5) Pre-Proposal Conference: There will be no Pre-Proposal Conference for this RFP.

6) 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	3/15/2019
Deadline for submittal of questions	3/26/2019 at 12:00 p.m. CT
Proposals Due	4/5/2019 at 1:00 p.m. CT

MNPS reserves the right to shortlist offers and conduct additional discussions and/or rounds for consideration.

Award (if made) to follow evaluations and recommendation by the Director of Procurement to the Metro Board of Education.

7) General criteria to be determined “Responsive”

- Does the proposal include all required information, including completed Attachment forms and affidavits?
- Was the proposal delivered on or before the stated deadline? Did it include the requisite number of copies (hard & electronic)?
- Does the proposer take significant exceptions to the MNPS standard contract terms?



8) 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 in a timely fashion?
- Does the Offeror have the character, integrity, reputation, judgment, experience, and efficiency required for the project?
- Does the Offeror propose to perform the work at a fair and reasonable price?

9) 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. Required Forms

Offeror must complete and submit Attachment A (*Contact Information*), Attachment B (*Certification Regarding Debarment or Suspension*), and Attachment C (*Condition of Submitting Proposal*) with the Proposal.

C. Acknowledgment of Credentialing Requirements

MNPS has engaged ERC to provide contractor credentialing services. ERC will notify all awardees of MNPS contracts exceeding \$100,000 in value that they are required to enroll, at contractor's expense, annually in the ERC credentialing program. Annual enrollment rate as of December 2017 was \$150 per year. In addition to the annual enrollment, the submission of required documents is a material requirement of any resulting contract.

D. Acknowledgment of Insurance Requirements

By submitting a proposal, Offeror acknowledges that it has read and understands the insurance requirements for the proposal (see Attachment D, section 17). 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.

E. Delivery of Proposals

- All proposals are to be delivered before **1:00 PM CT on Friday, April 5, 2019 at 1:00 p.m. central time** to:

*Metropolitan Nashville Public Schools
Attention: Kevin Edwards
Procurement Department
2601 Bransford Avenue
Nashville, TN 37204*

MNPS WILL NOT accept any proposals received after the date and time shown above, or delivered to a location other than the one listed above.



Late or incorrectly delivered proposals will be returned at Offeror's expense or destroyed after 30 days.

- Proposers must submit one (1) original, and four (4) exact duplicate, numbered copies of the proposal and one (1) electronic copy of the complete proposal, including any attachments, on a standard USB flash drive. It is not necessary to submit each proposal in a separate envelope.
- List the RFP Number on the outside of the box or envelope and note, "**RFP 19-43 enclosed**".
- All proposals must be signed by an officer or employee having authority to legally bind the Respondent. Any manual corrections to the proposal must be initialed. 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 in a manner to avoid public disclosure of contents; only names of the Proposers will be emailed to those that proposed.
- Unless by specific invitation, evaluation committee members, school board members and school board personnel (except the Procurement Staff contact listed for this RFP) are not to be contacted prior to the Board of Education's decision to approve or reject the 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 reject those that are clearly non-responsive to the stated requirements. Proposers who are determined to be non-responsive and/or non-responsible will be notified of this determination.
- An Evaluation Committee appointed by the MNPS Director of Procurement will evaluate the proposals. Outside agencies or consultants of MNPS may also be asked to participate on the Committee. The Committee will score all responsive and responsible proposals based upon the criteria detailed herein. Upon completion of the initial scoring, the Committee may either recommend award(s), or enter into a short-listing process with those offerors whose proposals are determined to be in the competitive range.
- The evaluation process that follows the initial scoring may include, but not be limited to, a series of requests to 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 Committee. Evaluation scores may be adjusted upward or downward during this step. Subsequent scorings will be based on comparison of only the short listed proposers.
- The MNPS Director of Procurement reserves the right to withdraw this RFP at any time 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 Procurement Department, or a submission of a proposal to the MNPS Procurement Department, offers no rights upon the Offeror nor obligates MNPS in any manner.
- The Director of Procurement 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.

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

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer shall immediately notify the MNPS Procurement Staff Contact for this RFP of such error in writing. Any resultant modification(s) to the RFP will be made by written and published amendment to the RFP. Failure of the proposer to notify MNPS of any ambiguities, conflicts, discrepancies, omissions, or other errors in the RFP, prior to submitting the proposal, shall be a waiver of the same and render them not subject to later protest by the proposer.

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. Acceptance and Rejection of Proposals

Metro Nashville Public Schools is under no obligation to accept any Proposal and reserves the right to accept or reject, in whole or in part, any or all proposals submitted.

J. Requests for Clarification of Proposals

Requests by the Evaluation Committee for clarification of proposals shall be distributed by the Procurement Staff Contact in writing (or email).

K. Validity of Proposals

All proposals must be valid for a period of ninety (90) days from the proposal due date.

L. 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 Procurement. 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. The Procedure can be viewed in **Attachment E** below.



10) Evaluation Criteria

A. Response Format

The Proposal is to include a Table of Contents and sections for each Tab listed below and should be organized in the order shown. Each section should be clearly labeled, with pages numbered and the name of the firm submitting the offer identified on the footer of every page. Failure of a Offeror to include all listed items may result in the rejection of the Proposal.

B. Certification of Offeror

By submitting a response to this solicitation, the Offeror also certifies that it meets the minimum requirements set forth in the RFP and that the information contained within is accurate and correct. Offeror further certifies that it is aware that if MNPS determines that any of the information is incorrect or false the Director of Procurement may reject the Offer as non-responsive.

C. Evaluation Criteria (Factors)

Proposals will be scored and ranked by the Evaluation Committee based on the criteria set forth below and an overall assessment of the “best value” to the district.

Tab 1. Application Introduction

There are no points assigned to this section, but failure to provide this information may result in your propose being deemed non-responsive.

- Provide the following information:

- * Cover Page
- * Executive Summary
- * Table of Contents
- * Completion of the Required Forms (Attachments A, B, and C)

Tab 2. Application Narrative (Maximum 10 Pages Total)

Total points available for this criterion are 85 points.

- Provide your vision, mission, and goals, and how your organization’s work aligns to the specific goals/outcomes of the collaborative literacy initiative as defined in this RFP. Provide evidence in how your organization’s vision and mission shows a belief that all students regardless of the socio-economic status, ethnicity, or behavioral/emotional challenges deserves a high-quality literacy learning experience every day.
- Provide evidence of literacy coaching experience including coaching teachers, literacy coaches, school leadership teams, and network literacy coaches in high need, urban environments. Provide examples of your organization’s impact on ELA data for past partners.
- Provide evidence that coaches will have demonstrated growth literacy coaching and teachers will have demonstrated growth in literacy instruction as well as



demonstrated knowledge of foundational reading skills and instructional shifts represented in the TN Academic Content Standards.

- Provide a plan to coach K-12 literacy teachers and K-12 literacy coaches. At a minimum, this should include:
 - A clear outline for weekly coaching, job-embedded coaching, model professional learning sessions, walk through coaching, collaborative planning analyses, feedback loops, and grade bands specific PLCs (that include literacy coaches from multiple buildings) and overarching network support
 - Provide measurable benchmarks for the coaching process
 - Clearly articulate how the plan will align to CKLA and LearnZillion, will ensure that teachers grow in their performance (instructional practice as measured by the Instructional Practice Guide), and how building level literacy coaches will grow in their coaching practices, and how to develop network coaches in their performance
 - Provide information on the methods, theories, and practices for literacy instruction.
- Provide documented evidence of success with literacy coaching at the building, school and network level and evidence of strong relationships with districts and/or schools in which your organization has partnered.

Tab 3. Budget Workbook and Narrative

Total points available for this criterion are 15 points (10 points for Budget Workbook and 5 points for Narrative).

- Provide a Budget Workbook and Narrative. At a minimum, this should include:
 - A detailed budget spreadsheet that includes all costs for the initiative and how amounts are determined
 - A budget narrative (1 page limit) that summarizes the proposed use of funds

Tab 4. Exceptions to MNPS Standard Contract Terms (Attachment D)

There are no additional points for this criterion but responses may negatively impact the points of other criteria.

- Responses to this criterion may affect other evaluated criteria.

Indicate your acceptance without exception to the attached contract (Attachment D), requirements of the RFP and bonding requirements (if noted in the RFP/contract).

OR

List any exceptions taken (if none are stated in this section, they will not be granted after the contract is awarded. Exceptions taken after the award will result in the withdrawal of the intent to award and Offeror's firm suspended from upcoming solicitations).



If exceptions are taken to the RFP or contract, evaluation criteria scores will reflect **a downgrade of scores** based on MNPS's assessment of the impact for these considerations. Those exceptions may result in the rejection of the proposal as non-responsive, if in the sole evaluation of MNPS, the requested changes are unacceptable.

Offeror acknowledges MNPS's evaluation scoring approach and possible determination of non-responsive due to RFP/Contract exceptions.

- It is MNPS' intent to award and have an executed contract in place from this RFP in an expeditious manner. This will be heavily dependent on the extent of Offeror's acceptance, or minimal exceptions taken, to the terms presented.



Attachment A

Contact Information

Company's Legal Name: _____

Company's Official Address: _____

Federal ID Number: _____

Company Web Site (URL): _____

Offeror's contact person for contract administration

Name: _____

Address: _____

Phone number: _____

E-mail address: _____

Offeror's agent or contact person for legal notifications

Company: _____

Name: _____

Address: _____

Phone number: _____

E-mail address: _____



Attachment B**Debarment, Suspension, and Other Declarations**

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

1. **Suspension and Debarment:** The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government purchasing or non-purchasing programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-Purchase Programs* issued by the General Services Administration.

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).

The Offeror shall provide immediate written notice to the Metro Nashville Public Schools Director of Procurement if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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 Offeror rendered an erroneous certification, in addition to other remedies available to Metro Nashville Public Schools, the Metro Nashville Public Schools Director of Procurement may terminate the contract resulting from this sourcing event for default.

2. **Compliance with Laws:** The Offeror certifies that the firm/entity/person entering into this agreement with MNPS is presently in compliance with, and will continue to maintain compliance with, all applicable laws.
3. **Taxes and Licensure:** Thus, Offeror certifies that all applicable licenses, including business licenses, can be provided upon request by MNPS and that the Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.
4. **Nondiscrimination:** Offeror, 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, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. With regard to all aspects of this contract, Offeror certifies and warrants it will comply with this policy.



5. **Employment Requirement:** Offeror, declares that neither the prime, subcontractors, sub-consultants, nor providers of day laborers employ any person who is not a legal resident of the United States.
6. **Contingent Fees:** Offeror acknowledges that it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure an 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.

Printed Name of Representative: _____

Signature: _____ **Date:** _____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or EIN No: _____



Attachment C**Condition of Submitting Proposal**

The undersigned Offeror has carefully examined all instructions, requirements, specifications, terms and conditions of the RFP and Contract, and certifies:

1. Its submission of a proposal is an official waiver of claims of confidentiality. All offers are public record.
2. It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms, and conditions of the RFP and Contract.
3. It has the necessary experience, knowledge, abilities, skills, qualifications, licenses, and financial, staff, facilities, and equipment resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP and the Contract. Further, if awarded, Offeror agrees to perform the requirements, specifications, terms, and conditions of the RFP and Contract.
4. All statements, information, and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Offeror acknowledges that Metro Nashville Public Schools (MNPS) will rely on such statements, information, and representations in selecting the successful Offeror(s).
5. That the prices quoted shall be MNPS's pricing for the product and/or service.
6. It shall be bound by all statements, representations, warranties, and guarantees made in its Proposal.
7. Offeror acknowledges that the Contract may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by MNPS, in its sole discretion.
8. All purchase orders must be duly authorized and executed by MNPS and subject to the terms and condition of the RFP and Contract.

By checking this box, Offeror agrees that MNPS 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 Procurement documents for the goods/ services. Offeror agrees that MNPS shall bear no responsibility or liability for any agreements between Offeror and the other Institution(s) who desire to exercise this option.

OFFEROR'S LEGAL NAME:

Authorized Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Address: _____ **City, State, Zip:** _____

Email: _____ **Phone:** _____



Attachment D**Contract Standard Terms & Conditions**

1. **Delivery and Installation.** All deliveries of goods or performance of services shall be made pursuant to a written purchase order issued by Metropolitan Nashville Public Schools, which assumes no liability for any goods delivered or services performed without such purchase order. Goods or services defined in this Contract will be ordered and supplied on an as needed basis only. Nothing in this Contract shall be construed as a minimum guarantee of goods or services to be ordered from Contractor.

2. **Compensation.**

No goods or service should be provided without an official MNPS Purchase Order. No invoice will be processed without referencing a single PO number per invoice. There may be multiple invoices issued per PO but no invoice shall reference more than one PO.

MNPS will make reasonable efforts to make payments within thirty (30) days of receipt of invoice that products/services have been made and received but in any event shall make payments within sixty (60) days of an invoice for completed services. MNPS will make reasonable efforts to make payments to registered and approved small businesses within fifteen (15) days of receipt of invoice but in any event shall make payment within sixty (60) days.

Contractor shall submit a written report with invoice to MNPS 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 or performance is insufficient. MNPS may request additional documentation or explanation regarding services at any time and Contractor shall respond to such requests promptly with such additional information as MNPS may require. Failure to provide such additional information or explain why it cannot be provided within thirty (30) days of receipt of the request from MNPS may be cause for termination of this contract.

3. **Taxes.** MNPS 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 MNPS.

4. **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, Contractor shall, at the sole option of MNPS, repair or replace any defective goods, by written notice to Contractor.

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

6. **Terms of Service.** In the event of any conflict between the terms of this Contract and the Contractor's standard Terms of Service ("TOS"), any terms posted on Contractor's website or application, or any terms for which a user is required to click "accept" on-line in order to log in to Contractor's application, the terms of this Contract shall control.



7. 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 MNPS 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 MNPS against any award of damages and costs made against MNPS by a final judgment of a court of last resort in any such suit. MNPS 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. MNPS 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 MNPS 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 MNPS the right to continue using the products or services, or
 - ii) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to MNPS, so that they become non-infringing, or
 - iii) Remove the products or discontinue the services and cancel any future charges pertaining thereto, provided, however, that Contractor will not exercise option b.iii. until Contractor and MNPS have determined that options b.i. and b.ii. are impractical.
- c) Contractor shall have no liability to MNPS, 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, or
 - ii) The use of the products or services in a manner for which the products or services were neither designated nor contemplated, or
 - iii) The claimed infringement in which MNPS has any direct or indirect interest by license or otherwise, separate from that granted herein.

8. Termination for Breach. Should either party 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, the other party shall have the right to immediately terminate this Contract if the breaching party has not corrected the cause of the breach to the satisfaction of the other party within thirty (30) days of written notification of the breach by the other party. It shall also be considered a breach of Contract if a party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to that party and is not dismissed within thirty (30) days.

9. Termination for Funding. In the event MNPS, in its sole discretion, does not or cannot obtain or continue the funding for the purpose presented in this Contract from any source or sources at an aggregate level sufficient to allow for payment for the Work, MNPS may exercise one of the following alternatives: (1) terminate this Contract effective upon a date specified in a Termination Notice; or (2) continue this Contract by reducing, through written notice to Contractor, the amount of this Contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding.



Any termination or reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. MNPS shall not face any liability or penalty as a result of such termination or reduction of this Contract.

10. **Termination for Convenience.** MNPS may terminate this Contract at any time upon thirty (30) days written notice to Contractor. Contractor shall be paid in full for all authorized expenditures and any goods or services satisfactorily provided to date, but in no case shall MNPS be liable to Contractor for compensation for any good or service which has not been rendered. A termination for convenience shall not be a breach of this Contract by MNPS. The final decision as to the amount, for which MNPS shall be liable, shall be determined by MNPS. Contractor shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MNPS's exercise of its right to terminate for convenience.
11. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, local laws, and regulations.
12. **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 MNPS. 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 MNPS'S CHIEF ACCOUNTANT, DIVISION OF ACCOUNTS, DEPARTMENT OF FINANCE, 2601 BRANSFORD AVENUE, NASHVILLE, TENNESSEE 37204.
13. **Maintenance of Records.** Contractor shall maintain documentation for all charges against MNPS. 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 MNPS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
14. **MNPS Property.** Any MNPS 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 MNPS 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 MNPS property.
15. **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.
16. **Criminal Background Checks.** Contractor shall comply, and shall assure that any of its subcontractors performing work under this Contract 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.

When applying for the background check defined above, Contractor's employees and subcontractors must specify the MNPS ORI code (TN930050Z) for results reporting.



The requirement stated in the preceding paragraph does not apply to a person whose contract is for the performance of a service at a school-sponsored activity, assembly or event at which school officials or employees are present when the service is performed and where the activity, assembly or event is conducted under the supervision of school officials or employees.

17. Insurance. During the term of this Contract, Contractor shall maintain comprehensive general liability insurance, automobile liability insurance, and, if necessary, commercial umbrella insurance, each with limits not less than one million dollars (\$1,000,000.00), each occurrence. The METROPOLITAN BOARD OF PUBLIC EDUCATION, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204 shall be included as an additional insured on the comprehensive general liability policy. Commercial general liability shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to MNPS. There shall be no endorsement or modification to make insurance excess over other available insurance. 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 one hundred thousand dollars (\$100,000). A certificate of insurance, an ACORD form completed by the insurance provider, evidencing said coverage shall be provided to MNPS prior to commencement of performance of this Contract. **Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.**

Contractor shall also assure that any subcontractors of Contractor who perform work under this Contract maintain the insurance coverages and limits as are required of Contractor.

MNPS is part of a metropolitan form of government as set out under the Governmental Tort Liability Act in T.C.A. § 29-20-101, *et seq.*, and as such has its liability limits defined by law. MNPS carries no insurance and is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by the statute.

18. Confidentiality, Student Records.

- a) Contractor shall keep in strict confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act, also known as FERPA (20 U.S.C.A. s1232g), any and all records and information, in whatever form or format received, pertaining to MNPS's individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplemental educational services, social security or public benefits, or information as to race, ethnicity, or disability.
- b) With regard to any reports, studies, or other works developed in the course of this Contract, or as a result thereof, Contractor shall not publish Confidential Information or any other information which identifies students, employees, or offices of MNPS by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Contractor shall provide to MNPS for its review any proposed publication, brochure, or advertisement in which MNPS is named not less than thirty (30) calendar days prior to submission for publication and Contractor shall remove MNPS's name or information identifying MNPS from the publication if MNPS requests removal. Contractor shall not issue, publish, or divulge any Materials developed or used in the performance of this Contract or make any statement to the media relating to this Contract without the prior consent of MNPS.

19. Indemnification and Hold Harmless. Contractor shall indemnify and hold harmless MNPS, 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.
- 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) MNPS 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.

20. *School District Statutory Immunity.* Any other term, covenant, or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents, and the members of the Board of Education, retain their statutory governmental, official, and any other immunity provided pursuant to the laws of the State of Tennessee, including under T.C.A. 29-20-101 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or its officers, employees, agents, or for members of the Board of Education, any other defenses or immunities available to it or any of them.

21. *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 MNPS prevails, Contractor shall pay all expenses of such action including attorney fees and costs at all stages of the litigation incurred by MNPS.

22. *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.

23. *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.

24. *Contingent Fees.* Contractor hereby represents that Contractor has not been retained, or retained any persons, 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. 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 MNPS contracts.

25. *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, or 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 therefore. 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, 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 MNPS contracts.

26. **Non-Discrimination.** It is the policy of MNPS not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring, promotion, demotion, dismissal or laying off, 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 that 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 MNPS' 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 MNPS or in the employment practices of MNPS' Contractors. Accordingly, all Contractors entering into contracts with MNPS 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.
27. **Compliance with the Americans with Disabilities Act.** Contractor will 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.
28. **Iran Divestment Act.** In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Contractor certifies that to the best of its knowledge and belief, neither Contractor nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under MNPS contracts.
29. **Governing Law/Venue.** 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. Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.
30. **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.
31. **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.
32. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto.
33. **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 MNPS and 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.



Attachment E**Protest Procedures****I. PROTEST OF SOLICITATIONS AND AWARDS**

- A. Any actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a purchase order or contract by MNPS may protest to the MNPS Director of Purchasing. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows, or should have known, of the facts giving rise thereto. All reasonable efforts should be made to informally resolve any conflicts or complaints with the MNPS Director of Purchasing prior to filing a protest.
- B. Content of protest. No certain form of document is required for a protest; however, the protest must clearly identify the subject solicitation or award, the identity of the protesting party or parties, their contact information, and the legal counsel for the same, if any. Additionally, the protest must state a brief summary of the reasons why the decision on the solicitation or award is being protested.
- C. Authority to resolve protest. The Director of Purchasing shall have the authority to resolve a protest of an actual or prospective aggrieved Offeror concerning the solicitation or award of a purchase order or contract by MNPS.
- D. Decision. If the protest is not resolved informally by mutual agreement, the Director of Purchasing shall promptly issue a decision in writing. The decision shall:
 - i. State the reason for the action taken; and
 - ii. Inform the protestant of its right to administrative review as provided in this Procedure.
- E. Notice of Decision. A copy of the decision issued under Part I(D) of this Procedure shall be mailed or otherwise furnished immediately to the protestant and any other interested party.
- F. Finality. A decision issued under Part I(D) of these Rules shall be final and conclusive, unless any person adversely affected by the decision appeals administratively to the MNPS Procurement Review Board pursuant to Part II of this Procedure.

II. APPEAL

- A. When needed, there shall be created a three-member MNPS Procurement Review Board ("Review Board). The Review Board shall consist of a chairperson and two other members. The chairperson and members of the board shall be appointed by the MNPS Director of Schools. The members of the board may be directors, department heads, or other MNPS personnel in similar positions as determined by the MNPS Director of Schools. The Review Board shall convene only as necessary and contemplated in this Procedure.
- B. A notice of appeal must be submitted to the MNPS Director of Purchasing within seven (7) days after receipt of a decision issued under Part I(D) of this Procedure.
- C. The notice of appeal must be either mailed via U.S. Mail or hand-delivered to the Office of the Director of Purchasing and must prominently state "Notice of Appeal -- Contract."



- D. No certain form of document is required for a notice of appeal; however, the Notice of Appeal must clearly identify the subject solicitation or award, the identity of the appealing party or parties, their contact information, and the legal counsel for the same, if any. Additionally, the notice of appeal must state a brief summary of the reasons why the decision on the solicitation or award is being appealed.
- E. The MNPS Director of Purchasing shall provide a copy of the notice of appeal to other interested parties (actual or known prospective Offerors) who were directly affected by the decision of the Director of Purchasing or who would be directly affected by a contrary decision by the Review Board.
- F. The notice of appeal must include a copy of the notice of any decision made by the Director of Purchasing pursuant to Part I(D) of this Procedure. The notice of appeal must also set forth the date of receipt of such decision, in order to enable the Review Board to determine if the appeal submitted within the time limit specified in Part II(A) of this Procedure.

III. SUBMISSIONS AND OTHER COMMUNICATIONS

- A. All written communications or other materials conveyed between one or more of the parties to the appeal and the Review Board shall be simultaneously copied to all other parties to the appeal. Notation that such copies were sent is to be made on the face of the document submitted to the Review Board.
- B. Documents, materials, and memorandums may be, but are not required to be, submitted to the Review Board prior to the hearing. If such is not submitted prior to the hearing, then in order to be submitted or presented at the hearing, copies of such must be provided simultaneously to each member of the Review Board in attendance, the Review Board's legal counsel in attendance, and all other parties to the appeal.
- C. Parties to the appeal are expected to provide relevant non-privileged materials or information to one another upon a party's request. The Review Board may request that relevant non-privileged materials or information be provided by any party to the appeal to another party and to the Review Board.

IV. SECRETARY TO THE REVIEW BOARD

- A. An employee of MNPS, as assigned by the Director of Purchasing, shall serve as Secretary to the Review Board.
- B. The Secretary shall be responsible for recording the minutes of the Review Board's meetings.

V. ANNOUNCEMENT OF REVIEW BOARD APPEALS HEARING

- A. The Secretary of the Review Board shall provide an Announcement of Appeals Hearing to all appealing parties or their legal counsel, the MNPS Director of Purchasing and the Metropolitan Department of Law. The Announcement of Appeals Hearing shall be simultaneously mailed to other interested parties (actual or known prospective Offerors) who would be directly affected by a contrary decision by the Review Board, as identified by the Director of Purchasing.



- B. Each announcement of a hearing of the Review Board shall state the hearing's date, time, location, and agenda, which agenda will reasonably describe the matters to be deliberated or decided at the hearing.

VI. REVIEW BOARD HEARING PROCEDURE

- A. All parties to an appeal to the Review Board shall be sent an Announcement of Appeals Hearing.
- B. A court reporter or a tape recorder or other recording device shall be used to record the parties' presentations. Any party wishing to purchase a transcription from the court reporter or have a transcription produced from the recorded format may do so at its own cost.
- C. The procedure for all appeal hearings shall be as follows:
 - 1) Announcement by the Chairman of the Review Board or his designee of the appeals to be heard, and the order of the same.
 - 2) Presentation by the MNPS Director of Purchasing on his/her decision issued in response to the protest.
 - 3) Presentation by the appealing party or parties, as to their appeal.
 - 4) Rebuttal presentation by the MNPS Director of Purchasing.
 - 5) Rebuttal presentation by the appealing party or parties.
 - 6) Discussion and deliberation by the Review Board.
- D. Questions may be asked of any party to the appeal, or any of their proffered witnesses, by the members of the Review Board at any time during the hearing.
- E. At the beginning of the hearing, the Review Board shall advise all parties to the appeal of any time limits on their presentations. In no event shall the Director of Purchasing be provided less time than the appealing parties, or vice versa. Appealing parties must decide among themselves how to allocate their collective time for presentations.
- F. The Review Board may continue the hearing to a subsequent date.
- G. All appealing parties, or their representatives (including legal counsel), must be present at the hearing of their appeal. If neither an appealing party nor its representative is present at the noticed hearing of the appeal, which hearing is not continued by the Review Board, the Review Board shall notify that party that its appeal shall be dismissed unless that party submits good cause otherwise in writing within ten (10) calendar days. The Chairman of the Review Board shall determine whether good cause has been shown.

VII. DECISION OF REVIEW BOARD

- A. The presence of at least two (2) of the three (3) members of the Review Board shall be necessary to constitute a quorum to conduct the business of the Review Board, and the concurrence of at least two (2) of the three (3) members of the Review Board shall be required to render any decision.



- B. A written decision shall be issued by the Review Board that shall state on its face whether the solicitation or award was in accordance with the Constitution, statutes, regulations, and the terms and conditions of the solicitation.
- C. A copy of the Review Board's decision on an appeal shall be mailed to all parties to the appeal within thirty (30) calendar days following the date of the final hearing.

VIII. ROBERT'S RULES OF ORDER

In the event these Rules do not address a matter of procedure, the Review Board will be governed by Robert's Rules of Order, as revised.

