



**Shelby County
Tennessee**

MARK H. LUTTRELL, JR, MAYOR

REQUEST FOR QUOTATION

BID DESCRIPTION: Microsoft Server 2016 Computer Access Licenses (CAL)

COMMODITY: 208-90 Computer Software, Operating System

(Code No. and Description)

BID NUMBER: SEALED BID I-000496
(Sealed Bid or Regular Bid)

DUE DATE: NO LATER THAN 2:30 P.M. CST TUESDAY 2/27/2018
(TIME) (DAY) (DATE)

ORIGINAL SPECIFICATIONS **(REVISED) SPECIFICATIONS**

160 NORTH MAIN STREET, MEMPHIS, TENNESSEE 38103

**SEALED BID #: I000496
DUE DATE: 02/27/2018
BUYER: C. HAYES**

**SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 900, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 222-2250**

**SECTION I
NOTICE TO BIDDERS**

**Shelby County
Tennessee**

MARK H. LUTTRELL, JR., MAYOR

Shelby County Government has issued **Sealed Bid Number I000496**, for Microsoft Server 2016 Computer Access Licenses (CAL). . Information regarding this bid is located on the County's website at <https://bids.shelbycountyttn.gov/> and locate the name of the above-described Seal Bid.

You will note that your bid is due no later than 2:30 PM (CST), Tuesday, February 27, 2018, in the office of the Administrator of Purchasing, 160 North Main Street, Suite 900, Memphis, TN 38103.

THE LABEL, WHICH IS ATTACHED TO THIS BID NOTIFICATION, SHALL BE COMPLETELY FILLED OUT AND ATTACHED TO THE BID SUBMISSION ENVELOPE. YOU MUST DISPLAY YOUR CURRENT EOC NUMBER ON THE OUTSIDE OF YOUR ENVELOPE. UNLESS THE LABEL IS COMPLETELY FILLED OUT AND YOUR CURRENT CERTIFICATION NUMBER OR ELIGIBILITY NUMBER IS NOTED THEREON, YOUR BID WILL BE RETURNED TO YOU UNOPENED. IF YOUR LABEL IS LOST OR MISPLACED, PLEASE NOTE THE APPROPRIATE INFORMATION IN THE LOWER LEFT-HAND CORNER OF YOUR ENVELOPE.

All bids meeting above requirements will be opened, then if considered initially acceptable will be publicly read by the Shelby County Government, at the time mentioned above, in the Purchasing Department, Suite 900, 160 North Main Street, Memphis, TN 38103. This bid-opening meeting is not mandatory. **Following the bid-opening meeting, open bids are subject to further review to determine final responsiveness and meeting specs.**

In Section III, 2nd page, you will find key information on this specific bid, namely the pre-bid information, minimal requirements, LOSB/MWBE goals,...

Shelby County Government reserves the right to reject any or all bids and to waive any informality therein.

If there are any questions on the above bid, please contact the Buyer of this above mentioned bid Carla Hayes in the Purchasing Department at (901) 222-2250.

Sincerely,

Signed Original on File

Sylvie Le Bouthillier, Administrator of Purchasing

SECTION I NOTICE TO BIDDER(S)
SECTION II GENERAL TERMS & CONDITIONS
SECTION III DETAILED REQUIREMENTS/SPECIFICATIONS
SECTION IV QUOTATION/BID RESPONSE FORM

**SEALED BID#: I000496
DUE DATE: 02/27/2018
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**SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 900, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
901-222-2250**

**SECTION II
GENERAL TERMS & CONDITIONS**

1.0 PREPARATION AND SUBMISSION OF BIDS:

- 1.1 All information requested of the vendor shall be entered in the appropriate space on the Bid Response Forms. Failure to do so may disqualify the bid.
- 1.2 All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of a bid. Corrections shall be initialed in ink by the person signing the bid.
- 1.3 Corrections or modifications received after the closing time specified in the bid will not be accepted.
- 1.4 The vendor must provide its Federal Identification Number. Failure to provide this number could result in a 20% withholding of payment for any orders placed against this bid.
- 1.5 All bids shall be signed by an authorized officer or employee of the bidder.
- 1.6 Bids must be submitted by the date and at or prior to the time specified to be considered. No late bids, telegraphic or telephone bids will be accepted.
- 1.7 As a condition precedent to bidding, bidders shall have received a current "Shelby County Equal Opportunity Compliance Eligibility Number" which must be shown on the outside of each bid envelope submitted.
- 1.8 Submit bids in a sealed envelope with (1) your company's name and address, (2) the sealed bid number, (3) the closing time and due date of the bid, and (4) your company's current E.O.C. Eligibility Number shown on the outside.
- 1.9 The Bid Response Forms must be completed in full for a bid to be considered for award. Bidders are encouraged to submit additional information which they feel might be useful to the County in evaluating bids; however, the County reserves the right to reject or accept for consideration, during evaluation of bids, and additional information the bidder submits, and may reject or accept minor variations when evaluating bids.

2.0 CRITERIA AND CONDITIONS OF AWARD:

- 2.1 The County reserves the right to: (1) award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) reject any or all bids, or any part thereof, (3) waive any informality in the bids, and (4) accept the bid that is in the best interest of the County. The Purchasing

Administrator's decision shall be final.

- 2.2 If the vendor cannot accept an award of only some items included in its bid, the vendor must stipulate in writing an exception to the award of individual items by stating "All or None" in the bid.
- 2.3 An award may be made based on the following factors:
 - 2.3.1 Best/Low Bid meeting specifications;
 - 2.3.2 Previous Vendor Performance History;
 - 2.3.3 Delivery Time Quoted;
 - 2.3.4 Vendor's local presence or ownership in Shelby County.
- 2.4 Shelby County Government reserves the right to alter, amend, or modify any provisions of the bid, or to withdraw this bid, at any time prior to the award of a contract pursuant hereto.

3.0 SPECIFICATIONS:

- 3.1 These specifications are not intentionally written for any one manufacturer and are for the purpose of indicating general size, type, and description of the items needed.
- 3.2 Any responsible bidder who considers these specifications to be of a non-competitive nature should immediately contact the Purchasing Administrator.
- 3.3 The Administrator of Purchasing hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposes to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.
- 3.4 The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications.
- 3.5 Changes to the bid specifications are not valid unless authorized in writing by the Shelby County Purchasing Department.

4.0 PRICING, TERMS & DELIVERY:

- 4.1 Prompt payment discounts shall be considered in the evaluation of bids. Prices will be considered as net if no cash discount is shown.
- 4.2 Shelby County Government reserves the right to accept any prompt payment discount offered by the

successful bidder; however, for purposes of the discount, the due date will be computed from the date of receipt of a properly and correctly submitted invoice, receipt of shipment, or acceptance of shipment, whichever is later to occur.

- 4.3 Time of delivery may be a consideration in the award of this bid.
- 4.4 Time of delivery shall be stated as the number of calendar days from receipt of the order by the vendor to receipt of the goods or services by the County.
- 4.5 All deliveries shall be F.O.B. inside or at the Shelby County Department location specified in the bid. No additional charges for delivery shall be allowed.

5.0 LIABILITIES:

- 5.1 The vendor shall hold the County, its elected officials, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention incorporated into any item provided to the County pursuant to this bid, and agrees to defend, at its own expense, any and all action brought against the County because of the unauthorized use of such items.
- 5.2 Shelby County Government, as a subdivision of the State Of Tennessee, cannot indemnify or hold harmless any vendor, supplier, contractor, etc. against claims of a third party or parties.

6.0 GRATUITIES:

- 6.1 Shelby County Government may, by written notice to the bidder, cancel any contract purchase order resulting from the bid without liability if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by, the bidder, or any agent or representative of the bidder, to any official or employee of the County with the intent of securing a contract, or securing favorable treatment with respect to such a contract. In the event the contract purchase order is cancelled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the bidder in providing such gratuities.

7.0 CONFLICT OF INTEREST:

- 7.1 No part of the total contract purchase order amount resulting from this bid shall be paid directly or indirectly to any official or employee of Shelby County Government as wages, compensation, or gifts in exchange for acting as official agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract. Furthermore, bids submitted by Shelby County employees or elected officials will not be accepted.

8.0 SAMPLES:

- 8.1 Samples of articles, when required, shall be furnished free of cost to the County.
- 8.2 Samples of articles submitted may be retained for future comparison.
- 8.3 Samples which are not destroyed by testing, or which are not retained for future comparison, will be returned upon request at the vendor's expense.

9.0 TAXES:

- 9.1 The vendor should include in its bid price to the County all applicable taxes it will incur for supplying the goods or services to the County that are payable by the County. However, the vendor shall not include any sales, use or federal excise tax to be collected from the County since the County is tax exempt from such taxes.
- 9.2 Items purchased for resale will show the County's resale permit number on the purchase order.
- 9.3 Exemption certificates will be furnished upon request.

10.0 BRAND NAMES:

- 10.1 Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- 10.2 "Or Equal" items will be considered, provided the vendor clearly describes the substitute item, including the brand name, part number, and level of quality of the substitute item(s). The determination of the Purchasing Administrator to accept or reject the substitute item(s) shall be final and conclusive.
- 10.3 When no substitution is specified by the bidder, the vendor's bid

- is presumed to conform to the items specified in the bid.
- 10.4 BID PROPOSALS BASED ON ITEMS OTHER THAN THOSE SPECIFIED BY BRAND NAMES IN THE BID. Any items other than those brands specified in the bid specifications require approval of the Purchasing Administrator. The items offered must be equivalent as to function, basic design, type and quality of materials, method of construction and any required dimensions.

11.0 DEFAULT BY BIDDER:

- 11.1 In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Administrator.

12.0 CONTRACTS, LEASES, LEASE-PURCHASE:

- 12.1 When required, contracts or leases must be approved by the Shelby County Contracts Administration Department.
- 12.2 Shelby County Government will not accept language in any contract that limits or attempts to limit liability for breach of contract or negligence by the vendor.

13.0 BID BONDS AND INSURANCE:

- 13.1 When required, Bid Bonds may be submitted in the form of a Bid Bond or a Cashier's Check in the amount required. When a Cashier's Check is submitted in lieu of a Bond, and the bidder is one of the three (3) low bidders, the check may be retained until a contract is signed with the successful bidder.
- 13.2 When required, bidders must supply certificates of insurance or bonds through a company that is authorized to do business in the State of Tennessee, and such insurance or bond is subject to final approval by the Shelby County Risk Management Department.
- 13.3 Bid Bonds submitted by unsuccessful vendors will be returned upon award of contract [Tenn. Code Ann. §12-3-203 (j)].

14.0 FIRM PRICES:

- 14.1 Unless otherwise required in Section III of the bid, all prices quoted will be firm for a minimum of thirty (30) days from the bid opening date.

15.0 COUNTY COMMISSION APPROVAL:

- 15.1 If the award of this bid exceeds \$50,000, or involves a Capital Improvement Project (C.I.P.), as defined by the County, such award will require approval by the Shelby County Board of Commissioners. This procedure could delay an award for a period of 30 to 60 days, or more, after the bid opening date.

16.0 THIRD PARTY ASSIGNMENT:

- 16.1 There shall be no assignments whatsoever to third parties, financial or otherwise, unless expressly agreed to by Shelby County Government in a separate written agreement. Any assignment or attempted assignment of any nature to third parties, without the consent of the County, shall be cause for termination of the contract at the option of the County.

17.0 AUTHORITY TO AWARD BID:

- 17.1 The award of this bid to the successful bidder(s) shall be governed by the laws of the State of Tennessee. The County will obtain all appropriate authority to award the bid and to enter into a contract.

18.0 LATE DELIVERY:

- 18.1 The vendor shall not be responsible for failure to deliver materials or render services due to strikes, flood, or fire.
- 18.2 Shelby County Government has the authority to cancel any and all orders issued under this bid if the vendor fails to deliver timely.

19.0 LIEN, CLAIMS OR ENCUMBRANCE:

- 19.1 The vendor agrees that all goods and materials delivered pursuant to this bid shall be free of any lien, claim or encumbrance.

20.0 AUDIT AND INSPECTION OF PREMISES:

- 20.1 All bidders, by bidding, agree that an official of the Purchasing Department shall be allowed to inspect the bidder's premises to verify its qualifications as a bidder.

- of such municipalities, agencies, or entities.
- 20.2 The successful bidder shall agree to audits by an official of the Purchasing Department or the County's Internal Audit Department if, during the period of the contract or bid award, such an audit is deemed necessary.
- 21.0 DOCUMENTS INCLUDED IN CONTRACT:**
- 21.1 The specifications, terms and conditions, and detailed requirements contained in this bid shall be incorporated into and become a part of any contract or purchase order that results from this bid.
- 22.0 INSPECTION:**
- 22.1 All shipments are subject to inspection prior to acceptance. If an inspection reveals that the delivered item(s) do not meet the bid specifications, Shelby County has the right to cancel the order and return said item(s) to the vendor at the vendor's expense.
- 23.0 MATERIAL SAFETY DATA SHEETS:**
- 23.1 As a condition to bid award, if item(s) contained in this bid require Material Safety Data Sheets, the successful bidder shall provide data sheets at the time of delivery.
- 24.0 LICENSES:**
- 24.1 All appropriate Licenses and Certifications required in the State of Tennessee to provide the goods and/or perform the Services required, procure all permits, pay all charges, taxes and fees - please list each of them, as well as their respective numbers and expiration dates.
- 25.0 PURCHASES BY MUNICIPALITIES AND OTHER GOVERNMENTAL AGENCIES/ENTITIES:**
- 25.1 On bids issued to establish a source of supply for estimated requirements for Shelby County Government, bidders are requested to indicate in their bid responses whether they will allow purchases by other municipalities or governmental agencies or entities within the boundaries of Shelby County, Tennessee at the offered prices offered to Shelby County. The decision to do so shall be at the option of the bidder.
- 25.2 Purchases by local municipalities or other governmental agencies or entities shall be at the option
- 26.0 PURCHASES FROM STATE OF TENNESSEE CONTRACT:**
- 26.1 Shelby County Government reserves the right to purchase item(s) specified in this bid pursuant to the State of Tennessee Statewide Contracts, or the contracts of any other governmental agencies if it is considered in the best interest of Shelby County Government. Purchases from these contracts are authorized by Shelby County Code, Sec. 2-57 (10) (B).
- 27.0 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:**
- 27.1 Bidders are advised that T.C.A 10-7-503(a) mandates that all State, County and Municipal records shall, at all times during business hours, be available for personal inspection by any citizen of Tennessee. Any information that is submitted by the vendor, whether or not identified in a bid response as proprietary or confidential, is therefore subject to inspection, and Shelby County assumes no liability for any information disclosed pursuant to a request under T.C.A 10-7-503(a).
- 28.0 TERMINATION OF AWARD OR CONTRACT:**
- 28.1 It shall be cause for the immediate termination of any award or contract that may be entered into as a result of this bid if, after award or contract execution, the County determines that either the vendor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contender, or has plead or been found guilty of a criminal violation, whether state or federal, involving governmental sales or purchases, including, but not limited to, rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- 29.0 NON-DISCRIMINATION - TITLE VI:**
- 29.1 The vendor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no person on the grounds of handicap, age, race, color, sex, or national origin, shall be excluded from

participation in, or be denied benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal financial assistance during the performance of a contract or purchase order. The vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

30.0 NON-DISCRIMINATION - TITLE VII:

30.1 The vendor agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no employee on the grounds of age, race, color, sex or national origin, shall be discriminated against, harassed or retaliated against while opposing illegal harassment or discrimination in the workplace. The vendor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

31.0 NON-DISCRIMINATION - TITLE II:

31.1 The vendor agrees to comply with the provisions of Title II, which prohibits discrimination on the basis of disability by public entities. All governmental activities of public entities are covered, even if they are carried out by a vendor. The vendor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

32.0 EMPLOYMENT ELIGIBILITY VERIFICATION:

32.1 The Immigration and Naturalization Service's regulations require all employers to complete Forms I-9 as evidence of verification of identity and employment eligibility of each employee hired after November 6, 1986. The vendor, by submission of its bid, acknowledges that it is in compliance with said regulations and shall upon request show proof of same.

33.0 LOCALLY OWNED SMALL BUSINESS (LOSB) AND MINORITY AND WOMAN OWNED BUSINESS ENTERPRISES (M/WBE) PURCHASING PROGRAMS RULES AND REGULATIONS

33.1 All solicitations are subject to Shelby County Government's Locally Owned Small Business (LOSB) Ordinance No. 471 and Shelby County Government's Minority and Woman Business Enterprises (M/WBE) Ordinance No. 472, posted as separate attachments.

33.2 Pls refer to the actual bid document for any goal(s), or *there may be no goal*, specific to this bid.

33.3 The LOSB/MWBE Programs are consistent with Shelby County Policies and Procedures. Wherever conflicts exist, the provision in the Shelby County Policies and Procedures will prevail.

34.0 OTHER:

34.1 Wherever conflicts exist between these terms and conditions and the bid document, the provisions in the actual bid document will prevail.

**SEALED BID#: I000496
DUE DATE: 02/27/2018
BUYER: C. HAYES**

**SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 900, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 222-2250**

**SECTION III
DETAILED REQUIREMENTS/SPECIFICATIONS**

Section III Detailed Requirements / Scope of Work / Specifications

- 1. REQUIREMENTS TO BE “RESPONSIVE”**
- 2. BONDS / LICENSES / INSURANCES**
- 3. WARRANTIES**
- 4. LITERATURE / MANUALS / PUBLICATIONS**
- 5. STANDARDS**
- 6. SPECIFICATIONS / SCOPE**
- 7. DEMONSTRATION OF GOODS/SERVICES**
- 8. EQUAL / EQUIVALENT PRODUCTS**
- 9. DEVIATIONS TO SPECIFICATIONS**
- 10. SPECIAL PACKAGING**
- 11. DELIVERIES / F.O.B. POINT**
- 12. LOCATIONS**
- 13. RIGHTS OF INSPECTION AND/OR SAMPLING**
- 14. FIRM PRICES / DISCOUNTS / QUANTITIES / RENEWALS**
- 15. PAYMENT SCHEDULE**
- 16. AWARDS**
- 17. CONTRACT / AWARD LETTER / CANCELLATION**
- 18. ORDERS**
- 19. ADDITIONAL INFORMATION FROM THE BIDDER**
- 20. LOSB and M/WBE**
- 21. QUESTIONS / INQUIRIES**

IMPORTANT NOTES:

MANDATORY PRE-BID MEETING - A mandatory pre-proposal meeting to address questions will be held on February 8, 2018 at 10:00 a.m.(CST) in the Shelby County Purchasing Department's Conference Room located at 160 N. Main, 9th Floor, Suite 900, Memphis, TN, 38103. All interested respondents are required to participate in this meeting.

Local vendors are required to attend in person. Non-local vendors can access the meeting via conference call by emailing the Purchasing Buyer to obtain the access codes. Local Vendors unable to attend the meeting in person due to unforeseen circumstances must contact the Buyer immediately to obtain the access codes. Failure to attend this meeting in person (or via conference call) will result in the rejection of your bid, i.e. considered as non-responsive.

BID OPENING - This public meeting is not mandatory. Following the bid-opening meeting, open bids are subject to further review to determine final responsiveness and meeting specs.

MANDATORY INFORMATION and FORMS – To properly respond and prepare your proposal response, please make sure you pay close attention to all mandatory information/forms requested, including sign and attach all forms listed in Section III.1. This bid clearly documents and outlines the format and what information is required at the time of proposal submission (vs later, only for the successful vendor(s)).

LOSB & M/WBE – Refer to Section III.20, where the 2nd and 3rd pages will give you the goals & preferences information for this specific bid.

Sincerely,

Carla J. Hayes Buyer
Shelby County Government
Purchasing Department

1. REQUIREMENTS TO BE “RESPONSIVE”

Shelby County Government, (the “County”), is soliciting proposals from interested and qualified Vendors to provide **Microsoft Server 2016 Per-User Client Access Licenses** (the “Goods and/or Services”). This Sealed Bid is being released to invite interested and qualified Vendors to prepare and submit proposals in accordance with instructions provided where the successful proposal(s) will be selected and invited to enter into a contractual relationship with Shelby County for the Goods and/or Services outlined in this sealed bid, and per proposal(s) received.

In this Sealed Bid, the terms Proposer, Vendor, Bidder, Consultant, Contractor, Professional are used interchangeably unless the context indicates otherwise.

All specifications are part of this bid and general terms and conditions (as outlined in the Terms of this bid). They shall become a part of and be included in any contract/purchase order/systems contract resulting from any award.

These specifications are not intentionally written to favor any one manufacturer or service provider, and are only for the purpose of indicating generally the type of work required of said bid. Any responsible Bidder who considers these specifications to be of a non-competitive nature should immediately contact the Administrator of Purchasing.

In order to be considered as “responsive”, all Proposers must answer and provide justifications for ALL below minimal requirements (unless specifically marked for “LATER”):

1. All appropriate Licenses and Certifications required in the State of Tennessee to provide the goods and/or perform the Services required, procure all permits, pay all charges, taxes and fees – please list each of them, as well as their respective numbers and expiration dates.
2. Active Equal Opportunity Compliance (EOC) number(s); or your application is “in” the EOC system for processing (refer to details outlined below) – please list all your Shelby County EOC active numbers.
3. FORMS - Locally Owned Small Business (LOSB) - FORM B must be completed with active Shelby County LOSBs, signed and included with your proposal, as detailed in this document. FORM A to be completed/signed, with applicable backup, as well only IF the goal is not met on Form B.
4. FORM - Drug Free Workplace Affidavit must be completed, signed and submitted with your bid/proposal – *even if less than 5 employees.*
5. Quotation/Bid Response Form must be completed/signed (with applicable backup if applicable) and included with your bid, as detailed in this document & Section IV.
6. *LATER, only for the successful vendor(s) during contract negotiations – Minimum insurance requirements – Insurance proof for each type/amount of insurance requested, as detailed in Section X.B.*
7. *LATER, only for the successful vendor(s) during contract negotiations – Active Vendor number.*
8. *LATER, only for the successful vendor(s) during contract negotiations – FORM - Gratuity Disclosure Form must be completed, signed and submitted.*

1. *LATER, only for the successful vendor(s), after the award:*
 - *LOS B form C must be completed/signed, and submitted by each LOS B providing sub-contracted goods and services, certifying that they are performing the work and that it is a commercially useful function.*
 - *LOS B form D must be completed/signed, and submitted each month certifying all payments made to LOS B sub(s).*

WITHIN A REASONABLE PERIOD FROM THE TIME OF RECEIVING THE AWARD LETTER(s), THE SUCCESSFUL VENDOR(s) MUST PRODUCE ALL ABOVE MINIMAL REQUIREMENTS LABELED AS "LATER" TO THE SHELBY COUNTY INFORMATION TECHNOLOGY. FAILURE TO DO SO SHALL RESULT IN THE AWARD BEING RESCINDED.

Shelby County EOC and Vendor numbers:

As a part of doing business with Shelby County, each individual, company or organization is required to have active EOC and Vendor numbers before starting providing goods/services to SCG:

1. obtain a SCG "Equal Opportunity Compliance" certification number (acquired through the EOC Department, partially online then bring/mail/fax),
AND
2. obtain a SCG Vendor number (acquired through the Purchasing Department, online only), as explained below:

1. To obtain an **EOC number** (as well as LOSB/MWBE numbers, if applicable):

Link: <http://www.shelbycountyttn.gov/509/Contract-Compliance-Program>

Please print the packet and **bring/mail/fax** the completed packet to the EOC office.

Should any further assistance be needed, contact the EOC office directly (not Purchasing). EOC office hours are from 8:00 a.m. to 4:30 p.m. Monday through Friday and we welcome your visits.

Shelby County Government
160 N. Main

2nd Floor – Equal Opportunity Compliance (EOC)

Memphis, TN 38103

Reception: 901-222-1100

Fax: 901-222-1101

If your company (or your sub(s)) does NOT have an ACTIVE EOC number at the time of the bid, please ensure EOC has your (or their(s)) application or renewal "in" their system at the time of the bid, for their processing (assuming successful). Because of the length of time required to receive an EOC number, proposals from vendors who submit an application prior to the bid due date will be accepted, pending EOC approval of their application.

2. To obtain a **Vendor number**:

Link: <https://forms.shelbycountyttn.gov/lfsrver/vendorapplication>

Complete the application and submit **online only**.

You will then be emailed a W-9 form in which you are to print, sign and date.

The original signed and dated copy is needed on file in our office.

You have the option to mail the W-9 or walk it in.

A faxed or scanned copy cannot be accepted.

The copy of the application that you receive via email is yours to keep on file.

NOTE: upon receiving the EOC number, Purchasing will create your Vendor number and you will receive it via email.

Should any further assistance be needed, contact the Purchasing office directly (not EOC).

A vendor kiosk is available for public use. Purchasing office hours are from 8:00 a.m. to 4:30 p.m. Monday through Friday and we welcome your visits.

Shelby County Government

160 N. Main

9th Floor – Purchasing Department

Memphis, TN 38103

901-222-2250

Because an EOC number is required to receive a Vendor number, the successful Vendor(s) will have to get an active Vendor number before contract signature and start providing the goods/services to SCG, i.e not required at the time of proposal submission.

2. BONDS / LICENSES / INSURANCES

Bid Bond(s):

N/A

License(s), Classification(s) and Certification(s):

Have all appropriate Licenses and Certifications required in the State of Tennessee to perform the Goods/Services required and procure all permits, pay all charges, taxes and fees – please identify clearly on your envelope, but not limited to:

- All appropriate license/classifications/certification number(s) for that type of work also provided by the Prime, when/if applicable – as well as the expiration date(s).
- List all Sub-contractors, and for each: all appropriate license/classifications/certification number(s) for the type of work they will provide, as your sub-contractor(s), when/if applicable – as well as the expiration date(s).

Insurance(s):

1. Responsibilities For Claims And Liabilities. (a) The Vendor shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Vendor its sub-Vendors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Vendor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Vendor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Vendor or its sub-Vendors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Vendor as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Vendor as a result of or relating to obligations under this Contract.

(e) The Vendor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, 9th Floor, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against the Vendor or its sub-Vendors regarding any matter resulting from or relating to the Vendor's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f) The Vendor shall immediately notify Shelby County Government, Contracts
Jan 7, 2018 template for SB Commodity or non-Prof. Services

Administration, 160 N. Main Street, 9th Floor, Suite 950, Memphis, TN 38103, of

cancellation or changes in any of the insurance coverage required.

2. Insurance Requirements. The Vendor shall purchase and maintain, in a company or companies authorized to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Vendor's operations under the Contract, whether such operations are performed by himself or by any subVendors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Vendor or subVendor may be liable.

The insurance required shall be written for not less than any limits of liability specified below or required by law, whichever is greater. The Vendor will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A. M. BEST, in the following minimum requirements:

- 1) **Commercial General Liability Insurance** – Limit of not less than \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Products/Completed Operations
 - c) Contractual Liability
 - d) Independent Vendors/Contractors
 - e) Personal Injury Liability
 - f) Broad Form Property Damage
 - g) XCU coverage, where applicable

- 2) **Business Automobile Liability Insurance** – Limit of not less than \$1,000,000 per occurrence for property damage and bodily injury. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insured. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos

- 3) **Workers Compensation and Employers' Liability Insurance** – Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. This policy should include Employers' Liability

Coverage for \$1,000,000 per accident. The Vendor waives its right of subrogation against Shelby County for any and all workers' compensation claims.

- 4) **Professional Liability Errors & Omissions Insurance** – Coverage with minimum limits of \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate indicating if coverage is written on claims-made basis.

3. WARRANTIES

The Bidder must warrant that the goods/services listed in this bid will conform to applicable specifications, instructions and samples, will be merchantable, of certified authenticity.

4. LITERATURE / MANUALS / PUBLICATIONS

Vendors shall provide pertinent information setting out and describing the goods/services being offered, especially if bid is for an “**or equal**” Good/Service.

Vendors, if bidding other than goods/services specified, must clearly identify the specifications to which they are submitting.

Vendors must also provide descriptive literature in their bids, if applicable.

Any specifics OUTSIDE of the specifications shall be stated ONLY in the bid response notes.

Shelby County Government will not accept alternate bids (except if Construction) and/or which are not equal in specifications.

5. STANDARDS

N/A

6. SPECIFICATIONS / SCOPE

Shelby County wishes to engage the Vendor(s) selected through a competitive process that will work well with the County's personnel in the performance of the Goods/Services, in a cost-effective manner, and applying SCG LOSB/MWBE Ordinances.

The intent of this request is for Shelby County Government to acquire Microsoft Server 2016 Per-User Client Access Licenses (CALs) for current and expected users of the Shelby County Computer Network in the quantity noted on the quote sheet attached.

Please refer to the Award section, which adds details on full/partial proposals/awards.

The Provider must be prepared to begin within 30 days upon receipt of written Notice to Proceed.

7. DEMONSTRATION OF GOODS/SERVICES

N/A

8. EQUAL / EQUIVALENT PRODUCTS

When applicable, Bidders may bid “or equal” or equivalent product (s) to the product specified. However, it must be stated that the Good/Service bid are either considered to be equal or equivalent to the specifications. Bidders shall provide pertinent information in the bid response notes setting out and describing the goods/services being offered if bid is for an “or equal” Good/Service.

The Administrator of Purchasing, with the requesting Department, reserves the right to approve as an equal, or to reject as not being equal, any Good/Service the Bidders propose to furnish which contains minor variations from specifications, but may comply herewith.

The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional errors or omissions, but shall fully complete every part as the true intent and meaning of the specifications.

Changes to the bid specifications are not valid unless authorized in writing by the Shelby County Purchasing Department.

Any “equal or equivalent” (OUTSIDE of the specifications) shall be stated ONLY in the bid.

Goods/services exceeding specifications will be considered as meeting specifications.

Shelby County Government will not accept alternate bids (except if Construction) and/or which are not equal in specifications.

9. DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications shall be stated ONLY in the bid.

Shelby County Government will not accept alternate bids (except if Construction) and/or which are not equal in specifications.

10. SPECIAL PACKAGING

N/A

11. DELIVERIES / F.O.B. POINT

Unless otherwise specified, all deliveries are to be F.O.B. Destination, Freight prepaid, Inside/Inplace to the ordering department per their instructions.

Delivery must be within 30 days after receipt of order/purchase order.

Final acceptance will be determined by inspection of the goods/services by the Shelby County responsible, as deemed appropriate by the County. Refer to Inspection section.

12. LOCATIONS

Local presence

N/A

Multiple locations

N/A

13. RIGHTS OF INSPECTION AND/OR SAMPLING

Inspections & Approvals

Shelby County Government reserves the right of inspection (quality and/or quantity). Any goods/services delivered “unacceptable” shall not be received and be returned to the Vendor at no cost to Shelby County Government, and must be timely exchanged by the Vendor at no cost to Shelby County Government.

Samples

N/A

14. FIRM PRICES / DISCOUNTS / QUANTITIES / RENEWALS

Vendors shall complete and sign their Quotation/Bid Response Form (refer to Section IV) Vendors shall detail their prices/quotes, as applicable - including breakdown by year, skus, costs, additional fees,...

CLEARLY MENTION WHAT IS “BASE” VS “ALTERNATE #...” – you will be evaluated on your BASE.

Firm Prices & Renewal(s)

Unless otherwise specified, all prices are to be firm from the date of award through June 30, 2018.

Shelby County Government reserves the right to reject any increase and cancel this bid/agreement if the price increase is considered prohibitive.

Discounts

However, the successful Vendor shall be required to give Shelby County Government the benefit of any general price reduction at any time during the term of this award.

It is also the intent of this bid to obtain any discounts not specifically itemized in this bid. Bidders must include/specify a discount percentage off of current year pricing and provide justifications, when appropriate.

Quantities & Replacements

Quantities are estimated for bid purposes only.

On all goods/services contracted for this award, we do not guarantee quantities to be purchased.

15. PAYMENT SCHEDULE

Prompt payment discount shall be considered a cost factor in this bid. Invoices shall be paid thirty (30) days after receipt of correct invoices. Invoices shall be sent directly to the using department.

Upon payment reception, you are required to pay your sub-contractors within specific deadlines, if applicable – tasks and deadlines are specified in our LOSB/MWBE Ordinances.

16. AWARDS (full or partial)

Shelby County Government reserves the right to reject all bids, or any part thereof, waive any informality in the bids to make award in the best interest of the County, and to request additional information, an interview, a demonstration of the bid goods/services proposed.

Shelby County Government reserves the right to award this bid on the basis of individual goods/services, groups of goods/services or the entire list of goods/services, whichever is in the best interest of the County.

All decisions are made at the discretion of the County, including the Mayor and the Administrator of Purchasing (and the Board of Commissioners, if above \$50,000).

The proposers whose proposals do not meet the mandatory minimum requirements will be considered non-responsive, and not eligible for Department evaluation nor award. The

proposers whose proposals do not meet the Department specifications/requirements will not be eligible for award.

The intent of Shelby County Government is to award this bid based on a competitive selection of responsive proposals received, i.e. to the overall responsive low Bidder(s) meeting specifications, while applying SCG LOSB/MWBE Ordinances (including applying preferences/discounts).

The evaluation/selection process may exceptionally include a request for additional information (from Purchasing only), to support the written proposal.

After evaluation of the proposals and selection of the successful Vendor(s), they will be notified in writing.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful proposer's fees, scope of work or utilize their own resources for such work.

No Purchase Order against this bid until formal Award and/or signed Contract.

17. CONTRACT / AWARD LETTER / CANCELLATION

A contract will NOT be required. An Award Letter and Purchase Order(s) will be issued to the successful vendor(s).

Shelby County Government reserves the right to cancel this bid/proposal for failure to provide goods/services as per the bid specifications. Cancellation will be subject to not less than a thirty (30) day notification.

18. ORDERS

Ordering of goods/services - by the County

The Information Technology Services department/office, when calling in orders, shall provide the Vendor with the following information:

- a) The name of the division and the person placing the order.
- b) Purchase order number (required at time of order).

Receiving orders and sending invoices – by the Vendor

The Vendor shall designate no less than two (2) individuals to receive orders from the using department. It shall be the Vendor's responsibility that orders are accepted only from those persons authorized to place orders for the using department.

Original invoices should be mailed (or emailed?) to the using department, with the purchase order number clearly noted on the invoice, to:

Leslie Pannell, Procurement Manager
Leslie.Pannel@shelbycountyttn.gov
Shelby County Government
Information Technology Services
Suite 1000, 160 N. Main Street
Memphis, TN 38103

Accepting orders - by the County

When the using department receives the order, they will check and verify order carefully for accuracy before signing delivery invoice. Refer to Delivery Section.

19. ADDITIONAL INFORMATION FROM THE BIDDER

Bidders are encouraged to submit additional information which they feel might be useful to the County in evaluating their bid; however, Shelby County Government reserves the right to accept or reject for consideration, during evaluation of bids, any minor variations.

Any additional information (OUTSIDE of the specifications) shall be stated ONLY in the bid response notes.

Shelby County Government will not accept alternate bids (except if Construction) and/or which are not equal in specifications.

20. LOSB and M/WBE

Please refer to separate section

21. QUESTIONS / INQUIRIES

All correspondence and questions concerning the RFP are to be submitted IN WRITING to:

Carla J. Hayes, Buyer
Carla.Hayes@shelbycountyttn.gov
Shelby County Government
Purchasing Department
160 N. Main Street, 9th Floor, Suite 900
Memphis, TN 38103

Questions should reference the SBI number & title, section of the SBI to which the questions pertain and all contact information for the person submitting the questions.

The deadline for submitting questions will be February 15, 2018 @ 12:00 p.m. (CST).

All written questions submitted by the deadline indicated above will be answered and posted on the County's website at <http://www.shelbycountyttn.gov/3243/Bids-Listing> mostly within forty-eight (48) hours.

IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration, including *NO COMMUNICATION BETWEEN THE VENDORS AND THE SCG DEPARTEMENT between now and award.*

These guidelines for communication have been established to ensure a fair and equitable process for ALL interested vendors.

Locally Owned Small Business (LOSB) Purchasing Program

The Minimal Requirements related to LOSB/MWBE do precise what is needed at the time of the proposal submission (for all bidders) VS. later (only for the successful Vendor(s)).

All solicitations are subject to Shelby County Government's Locally Owned Small Business Ordinances, which are hereby incorporated and posted as separate attachments.

The Locally Owned Small Business (LOSB) Form "B" must be completed and included with your proposal, even if cannot meet the required goal. If the goal is not met, Form A is also required, with requested backup.

Shelby County Government is committed to a policy of non-discrimination pursuant to the Equal Protection provisions of the United States Constitution. It is further the policy of Shelby County that its purchasing and contracting practices encourage the use of Locally-Owned Small Businesses (LOSB's) and Minority/Woman Business Enterprises (M/WBE) Program in all solicitations. In furtherance of these policy objectives, Shelby County seeks to afford all citizens equal opportunities to do business on county contracts and to ensure that all bidders, proposers, or Vendors doing business with Shelby County provide to LOSB's and M/WBE's, maximum practicable opportunities, commensurate with availability, price and capabilities required, to participate on contracts which are paid for, in whole or in part, with monetary appropriations from Shelby County.

Shelby County seeks to prevent discrimination against any person or business in pursuit of these opportunities on the basis of race or gender. Shelby County will conduct its contracting and purchasing Program so as to discourage any discrimination and will actively seek to resolve all claims of discrimination brought against Shelby County or any Vendors involved in such contracting and purchasing Program.

Extract of the LOSB Ordinance, *Goal for this bid, Preferences & Responsiveness:*

“The Board of County Commissioners may establish by Ordinance special purchasing procedures for at least 20% of the annual purchases of goods and services by the Shelby County Government to be awarded to LOSB.”

LOSB vendors have been identified for the goods and/or services described in this bid, therefore a 20% LOSB goal will be applied.

PLEASE contact Mr. Shep Wilbun (Shep.Wilbun@shelbycountyttn.gov) for LOSB vendor suggestions.

A proposal that does not meet the required goals or provide evidence of a good faith effort will be deemed “non-responsive” and therefore ineligible for award.

For SCG listing of our LOSB active vendors, by commodity:

<https://apps.shelbycountyttn.gov/EOCListings/>

For City of Memphis listing – SCG EOC welcomes the opportunity to certify City of Memphis vendors via reciprocal certifications – please have those vendors contact EOC directly to start the process before you submit your proposal, using them as subs, to meet your goals:

<https://memphis.mwsbe.com/?TN=memphis>

LOSB preferences

\$ 0.00 - \$ 500,000	5% of the lowest responsive bidder
\$ 500,000.01 - \$1,000,000	3% of the lowest responsive bidder
\$1,00,000.01 - ...	2% of the lowest responsive bidder

M/WBE prime contract bid discounts - Commodity & Non- Professional Services

Even if no set goals for M/WBE per Ordinance for Commodities and non-professional Services, Shelby county still wants to promote M/WBE participation, therefore M/WBE prime contract bid discounts shall be applied to commodities and non-professional services prime contracts.

An eight percent (8%) bid discount on commodities and non-professional services prime contracts shall be applied to African American, Caucasian Female prime bidders, for a maximum discount of \$40,000.

Prime has to be a M/WBE to get the discounts.

The discount shall lower the bid for evaluation, but not reduce the contract award.

The LOSB Program is consistent with Shelby County Policies and Procedures.

Wherever conflicts exist, the provision in the Shelby County Policies and Procedures will prevail.

For additional details, please refer to below Ordinances on our website:

- LOCALLY OWNED SMALL BUSINESS (LOSB) PROGRAM
ORDINANCES 471 & 474
Link: <http://www.shelbycountytn.gov/3403/LOSB-Ordinances>
- MINORITY AND WOMAN BUSINESS (M/WBE) PROGRAM
ORDINANCE 472 & Amendment, and ORDINANCE 473
Link: <http://www.shelbycountytn.gov/3404/MWBE-Ordinances>

For LOSB/MWBE Vendor suggestions or Certification questions:

For LOSB/MWBE vendor suggestions, Vendors may contact:

Mr. Shep Wilbun (Shep.Wilbun@shelbycountytn.gov).

For any LOSB/MWBE certification assistance and information, Vendors may contact:

Ms. Vali Sweet
Office of Equal Opportunity Compliance
160 North Main Street, Suite 200
Memphis, Tennessee 38103
Phone: 901-222-1100
Fax: 901-222-1101
E-mail: Vali.Sweet@shelbycountytn.gov

**Shelby County
 LOSB Program
 LOSB FORM A**

EFFORTS TO ACHIEVE LOSB PARTICIPATION

(To Be Submitted with the Bid/Proposal **IF GOALS NOT MET on LOSB Form B)**

Commodity or Services (non-professional services)

Company Name: _____

Bid No.: _____

For each category below, please:

- describe the efforts made to achieve LOSB participation on this project. The requirement for each item is described in detail in Shelby County Government’s Locally Owned Small Business Ordinances. If additional space is needed to describe the efforts made, please feel free to provide an attachment to this document.
- **provide proper backup** (email copy, web page printed, documentation of verbal communications,...).

NOTES: *Solicited LOSBs to be registered with Shelby County EOC Office and **minimum score of 80 points must be achieved in order to be considered a responsive bidder.***

A	Advertising (5 points)
B	Attend the Pre-bid Meeting (5 points)
C	Bidder’s Outreach to identify locally owned small businesses (LOSBs) (20 Points)
D	Contacts & Follow-ups with LOSBs (20 points)
E	Identify Items of Work, in this case what part of the bid can be achieved by LOSBs (15 points)
F	Negotiate in Good Faith with LOSBs (15 Points)
G	Offer Assistance in Securing Financing – non applicable
H	Provide Timely Written Notification to solicited LOSBs (20 points)

Submitted by:

Authorized Representative Signature

Title

Date

**Shelby County
 LOSB Program
 LOSB FORM B**

LOSB UTILIZATION PLAN (20% goal)
 (To Be Submitted with the Bid/Proposal)

Company Name: _____
Bid No.: _____

I, _____, do certify that on the following procurement opportunity,
 _____ (Vendor),
 _____, the following LOSB's will be utilized as sub-vendors,
 _____ suppliers,
 _____ (Opportunity)
 or to provide other services/goods:

LOS B Biz Names (Prime or Subs)	Description of the work	Value (\$)	NAICS Codes for this bid	SCG LOSB Number (must be active)
TOTAL LOSB Committed Participation** (\$)				
TOTAL Proposed Costs for this Bid/Contract*(\$)				
TOTAL LOSB Committed Participation** (%)				

(If additional space is needed this form may be duplicated)

* = base proposal \$, including contingency (excluding alternates)
 ** = % prevails

*The successful bidder/proposer is required to finalize and submit this form prior to award of a contract. Joint Venture Agreements, partnering agreements and all pertinent information must be presented prior to contract award. This information will be incorporated into the contract and will become a contractual obligation of the successful bidder/proposer. **The finalized LOSB Form B shall not be changed or altered after award of a contract without approval from Shelby County.** The successful bidder/proposer is required to provide written notice describing the reasons for the change to Shelby County Purchasing Administrator, to obtain approval of any changes to LOSB Form B.*

Submitted by:

 Authorized Representative Signature Title

 Date

**Shelby County
LOS B Program
LOS B FORM C**

**STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR OR
PROVIDE SUPPLIES OR SERVICES**

(To Be Submitted only prior to Contract Award)

Company Name: _____

Bid No.: _____

I, _____, intend to provide supplies or services in connection with the
(Subcontractor/Provider)
above **bid/proposal** request as a LOSB.

I am prepared to perform a “**Commercially Useful Function**” in connection with the above project.

The following are the work items to be performed:

at the following price: \$_____.

If applicable, please complete the following:

I have or will enter into a formal agreement with _____ for the above-
(Company)
described scope of work, supplies, or services conditioned upon the execution of a contract
with Shelby County.

Business Information:

Submitted by:

Business: _____

Authorized Representative (Print)

Address: _____

Title

Phone: _____

Authorized Representative's Signature

Facsimile: _____

Date

**Shelby County
LOSBS Program**

LOSBS FORM D

STATEMENT OF PAYMENTS TO LOSBS'S
(To Be Submitted Monthly and with Final Payment Request)

Company Name: _____

Name/Contract No.: _____

Payment Request Number: _____

Name of Firm	Description of work	Total Amount Due This Month	Total Dollars Paid To Date	% of Contract Completed	Start Date of Contract	End Date of Contract

(If additional space is needed this form may be duplicated)

I hereby certify that this statement is true and that above payments have been made.

Business Information:

Submitted by:

Business: _____

Authorized Representative (Print)

Address: _____

Title

Authorized Representative's Signature

Phone: _____

Date

Facsimile: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide goods and/or services states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the “Company”), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide goods and/or services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A.~ 50-9-113. Further affiant saith not.

Principal Officer (Name and Signature) _____

STATE OF _____

COUNTY OF _____

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____

Notary Public: _____

My Commission Expires: _____

NOTE: if less than five (5) employees, pls mark n/a and sign/submit with your proposal

**SHELBY COUNTY GOVERNMENT
GRATUITY DISCLOSURE FORM
(NO COPIES ACCEPTED)**

INSTRUCTIONS: *This form is for all individuals receiving any Shelby County Government contract, subcontract, land use approval or financial grant of money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouse and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.*

1. COMPANY/VENDOR NAME

2. DATE OF GRATUITY

3. NATURE AND PURPOSE OF THE GRATUITY

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

7. DESCRIPTION OF THE GRATUITY

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a **good faith estimate of the cost of the gratuity.**)

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and I affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including their spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Code of Ethics.

Signature

Date

Print Name

*A copy of your completed form will be placed on the Shelby County Internet website.
A copy of your signature will not be accepted. Form must have original signatures.*

**SEALED BID#: I000496
DUE DATE: 02/27/2018
BUYER: C HAYES**

**SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 900, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 222-2250**

**SECTION IV
QUOTATION/BID RESPONSE FORM**

NOTE: RETURN ONLY THIS SECTION WHEN SUBMITTING YOUR BID

MARK H.
LUTTRELL, JR.
MAYOR



SHELBY COUNTY PURCHASING DEPT.

160 N. MAIN – SUITE 900
MEMPHIS, TENNESSEE 38103-1880
(901) 222-2250

REQUEST FOR QUOTATION

NUMBER SB	I000496	DATE 1/30/2018
THE ABOVE NUMBER MUST APPEAR ON ALL QUOTATIONS AND RELATED CORRESPONDENCE. THIS IS NOT AN ORDER		
AS A CONDITION TO BID AWARD, IF ITEM(S) CONTAINED IN THIS BID REQUIRE MATERIAL SAFETY DATA SHEETS, THE SUCCESSFUL BIDDER SHALL PROVIDE DATA SHEETS WITH DELIVERY OF PRODUCTS.		

QUOTE NOT LATER THAN 2:30 P.M., 2/27/2018	DATE DELIVERED REQ. ASAP	F.O.B. DESTINATION	REQUISITION NUMBER R064476	REQUISITION DATE 01/11/2018	BUYER HAYES
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If you do not respond to this request for bid a "BID" or "NO BID", we will assume that you no longer wish to bid on the commodity indicated below, and your company's name may be removed from the mailing list.

208-90 COMPUTER SOFTWARE, OPERATING SYSTEM

BASE YOUR QUOTATIONS ON THE TERMS AND CONDITIONS PRINTED AND/OR TYPED HEREON

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			<p>NOTICE TO BIDDERS:</p> <p>THIS IS OUR SEALED BID I000496, WHICH IS DUE NO LATER THAN 2:30PM, FEBRUARY 27, 2018. THE "GENERAL TERMS AND CONDITIONS", AS OUTLINED IN SECTION II, WILL TAKE THE PLACE OF THE "GENERAL BID REQUIREMENTS" SHOWN ON THE NEXT PAGE OF THIS REQUEST FOR QUOTATION FORM.</p> <p>IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A "BID" OR A "NO BID", WE WILL ASSUME YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED ABOVE, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST.</p> <p>PAGE 1 OF 2 (SIGNATURE REQUIRED ON THIS PAGE)</p>		

THIS IS NOT AN ORDER

NOTE DELIVERY REQUIRED AND IN QUOTING, ADVISE DEFINITE DELIVERY

TOTAL →

FIRM NAME	TELEPHONE NO.	DATE OF QUOTATION
FEDERAL I. D. NO.	TERMS	DELIVERY PROMISED DAYS A.R.O.
EFFECTIVE UNTIL	SIGNATURE	OFFICIAL TITLE

ALL BOXES ABOVE MUST BE COMPLETED FOR YOUR BID TO BE CONSIDERED. SEE GENERAL BID REQUIREMENT ON NEXT PAGE.

MARK H.
LUTTRELL, JR.
MAYOR



SHELBY COUNTY PURCHASING DEPT.
160 N. MAIN – SUITE 900
MEMPHIS, TENNESSEE 38103-1880
(901) 222-2250

REQUEST FOR QUOTATION		
NUMBER SB	I000496	DATE 1/30/2018
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AS A CONDITION TO BID AWARD, IF ITEM(S) CONTAINED IN THIS BID REQUIRE MATERIAL SAFETY DATA SHEETS, THE SUCCESSFUL BIDDER SHALL PROVIDE DATA SHEETS WITH DELIVERY OF PRODUCTS.		

QUOTE NOT LATER THAN 2:30 PM, 2/27/2018	DATE DELIVERED REQ. ASAP	F.O.B. DESTINATION	REQUISITION NUMBER R064476	REQUISITION DATE 01/11/2018	BUYER HAYES
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If you do not respond to this request for bid a "BID" or "NO BID", we will assume that you no longer wish to bid on the commodity indicated below, and your company's name may be removed from the mailing list.

208-90 COMPUTER SOFTWARE, OPERATING SYSTEM

BASE YOUR QUOTATIONS ON THE TERMS AND CONDITIONS PRINTED AND/OR TYPED HEREON

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	5000	EA	MICROSOFT SERVER 2016 COPMPUTER ACCESS LICENSES (CAL) EACH BIDDER MUST QUOTE PRICES, F.O.B. TO THE COUNTY ITS STOREROOM AT 6470 HALEY ROAD, MEMPHIS, TN 38134. NO SEPARATE SHIPPING OR DELIVERY CHARGES SHALL BE APPLIED.		

THIS IS NOT AN ORDER

NOT DELIVERY REQUIRED AND IN QUOTING, ADVISE DEFINITE DELIVERY

TOTAL →

FIRM NAME	TELEPHONE NO.	DATE OF QUOTATION
FEDERAL I. D. NO.	TERMS	DELIVERY PROMISED DAYS A.R.O.
EFFECTIVE UNTIL	SIGNATURE	OFFICIAL TITLE

ALL BOXES ABOVE MUST BE COMPLETED FOR YOUR BID TO BE CONSIDERED. SEE GENERAL BID REQUIREMENT ON NEXT PAGE.