

March 1, 2021

SHELBY COUNTY BOARD OF EDUCATION

**PROCUREMENT
SERVICES**

160 South Hollywood Street, Room 126 □ Memphis, Tennessee 38112-4892 □ Phone (901) 416-5376

(This proposal will not be accepted electronically or by facsimile. All proposals must be mailed or delivered to the above address.)

**REQUEST FOR
PROPOSAL**

(NOT AN
ORDER)

Please submit proposals on the item(s) listed below. The right is reserved to reject any or all Proposals. If substitutions are offered, give full particulars. The Proposal must be submitted no later than **March 22, 2021 @ 11:00 AM, CST**

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

**PROPOSAL FOR
ENERGY MANAGEMENT / BUILDING AUTOMATION SYSTEM
– TECHNICAL AND MAINTENANCE SERVICES**

Proposals **MUST** be received by Shelby County Schools (“SCS” or “District”) by the due date and time set forth above.

During the solicitation process Vendors are not permitted to contact the Board and project Owner regarding the posted solicitation. Failure to adhere to this requirement may subject the respondent to immediate disqualification.

Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to **webbw@scsk12.org**, and received by SCBE no later than **March 12, 2021 @ 2:00 PM/CST**

ISSUED BY: William Webb RFP #03222021

We propose to furnish the item(s) and/or services outlined in the proposal at prices quoted and guarantee safe delivery **F.O.B. delivered** and as specified. Proposals are submitted with a declaration that no Shelby County Board of Education Member or employee has a financial or beneficial interest in this transaction.

NAME OF FIRM

PHONE

FAX#

ADDRESS

CITY

STATE

ZIP CODE

AUTHORIZES REPRESENTATIVE NAME

E-MAIL ADDRESS

CHECK HERE IF YOU ARE A SCS REGISTERED MINORITY VENDOR

CHECK HERE IF YOUR COMPANY QUALIFIES AS A LOCAL VENDOR

PLEASE NOTE: Per the Local Vendor Preference Resolution adopted by the Shelby County Board of Education Commissioners on January 29, 2013, local vendors must have physical address located within the limits of Shelby County. A Post Office Box is not acceptable.

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

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

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PART I: SCOPE OF WORK

1.0 BACKGROUND

Shelby County Schools (SCS) is Tennessee's largest public-school district and is among the 25 largest public school districts in the United States. SCS serves approximately 110,000 students in 207 schools. We employ more than 6,200 teachers and 6,000 support personnel to serve our unique student population, while, offering programming and services to fit the needs of all our students. Through our strategic plan - Destination 2025 – we are committed to working toward three goals: 80 percent of students are college or career ready, 90 percent of seniors graduate on time and 100 percent of graduates will enter college or a career. To reach these goals, SCS has placed a strong emphasis on early literacy, improvement of post-secondary readiness, developing strong teachers, leaders and support staff, expanding availability of high quality school options and working closely with families and community partners. SCS partners with almost 4,000 volunteers and 700 school adopters and community partners to increase student achievement and empower our community to strive.

2.0 SCOPE OF SERVICES

SCBE requests proposals for **Energy Management / Building Automation System Technical and Maintenance Services**. The specifications are contained in the Request for Proposal. Responses submitted must meet or exceed all requirements. Proposals that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

3.0 NON-EXCLUSIVE

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

4.0 NOTICE OF INTENT TO AWARD

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

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

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

2.0 TERM OF AGREEMENT

The anticipated term of this contract is **one (1) year with 2 additional one (1) year options.**

- A. SCBE expects all vendors to provide year over year cost reductions recommendations.
- B. Price decreases are acceptable at any time, need not be verifiable, and are required should the vendor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- C. Price adjustments from the vendor/producer/processor/manufacture for any/all items may be considered at renewal, if applicable noted in the RFP document. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least ninety (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- D. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Shelby County Schools.

3.0 PRE-PROPOSAL MEETING (N/A)

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN March 4, 2021 @ 11:00 a.m. CST.** Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on SCBE website www.scsk12.org/procurement/bids and News Paper. Please do not submit question in PDF format.

RFP Schedule

RFP Post	March 1, 2021
Questions Due	March 4, 2021 @ 2:00 pm CST
Q&A Post on Website	March 12, 2021 @ 4:00pm CST
RFP Due Date/Time	March 22, 2021 @ 11:00 am CST

5.0 POINT OF CONTACT

William Webb, Operation Sourcing Manager
Procurement Office
webbw@scsk12.org

6.0 CONTRACT FACILITATOR /SCBE SUPERVISION

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

7.0 CONTRACT TYPE

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

8.0 PAYMENT TERMS

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

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

9.0 RFP REVISIONS

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

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals must be received at Procurement Office no later than **March 22, 2021 @ 11:00 pm cst**. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal Procurement Office after the submission deadline, no matter what the reason, will be returned unopened. Delivery to SCBE' mailroom, lobby, etc. shall not constitute delivery. **The Procurement Office is located at 160 S. Hollywood Street, Room 126, Memphis, TN 38112. During the pandemic, hand delivering proposals may be subject to SCS Lobby entrance requirements, and the front desk will contact Procurement Services to meet the vendor in the lobby to receive the proposal. Please plan ahead for additional time required for proposal submission for due date/time.**

11.0 PROPOSAL OPENING

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

12.0 DURATION OF OFFER

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

13.0 INSURANCE

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

14.0 LIQUIDATED DAMAGES

In the event the Award Bidder(s) fails to deliver the goods or services of the contract in accordance with the specifications, SCBE reserve the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of SCBE. All additional expenses incurred by SCBE as a result of such purchases will be deducted from the moneys owed or moneys which may become due.

15.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

In accordance with TN Code Ann. 49-5-413, unless explicitly excluded by statute; and pursuant to Shelby County Schools' requirements, Vendors (persons, corporations or other entities) whose employee(s), subvendor(s), or representative(s) will come in contact or close proximity to SCS students during the course of business, must require their employee(s), subvendor(s), or representative(s) to supply a fingerprint sample and submit to a criminal history check through the Tennessee Bureau of Investigation (TBI), and they will issue them a greenlight letter. Once they receive the greenlight letter, an appointment should be made with Shelby County Schools ID Department. A copy of the greenlight letter, along with \$30.00 (exact change or company check), will be required to obtain a SCS Vendor ID Badge. A SCS Vendor ID Badge is required before permitting the person to have contact with the children or entering school grounds.

The cost of fingerprinting, conducting the criminal records check, and obtaining a Shelby County School's identification badge will be the sole responsibility of the Vendor for each of the Vendor's employee(s), subvendor(s), or representative(s). Vendors doing business with SCS are required to renew their badges annually. The Shelby County School's identification badge shall be worn at all times by each of the Vendor's employee(s), subvendor(s), or representative(s) at shirt pocket height while on Shelby County Schools' property. For more information regarding of fingerprinting, conducting the criminal records check, and obtaining a Shelby County School's identification badge, please contact 901-416-5318.

SCS further reserves the right to audit the criminal history background records of any Vendor employee(s), subvendor(s) or representative(s) having contact with SCS students. Audits may be conducted on a quarterly basis with 48 hours' prior notice. It is the Vendors responsibility to ensure records are current and made available upon request to SCS. Failure to provide SCS access to current criminal history checks upon request could lead to Vendor debarment.

16.0 COMPLIANCE WITH LAWS

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

17.0 LEGAL COMPLIANCE

- A. Vendor shall comply in all respect with Federal, State and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Tennessee. Any disputes, legal cases or other controversies shall be pursued in Tennessee Courts consistent with and subject to Tennessee State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Tennessee Occupational Safety and Health Act Standards.
- B. Specifically, vendor shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of vendor and vendor's subcontractors are screened through the Federal Government's E-Verify system, found at www.dhs.gov/E-Verify . This is a "no fee" service.

17.1 EPA COMPLIANCE

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

18.0 BONDING (N/A)

19.0 TERMS AND CONDITIONS

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

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

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

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

20. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

The Shelby County Board of Education (hereafter referred to as the "Board") recognizes that minority, women, and small business owners frequently face unique problems that are not encountered by majority-owned businesses. Therefore, it is the policy of the Board to take necessary affirmative steps, in accordance with 2 CFR 200.321, to assure that equal opportunities are provided for MWBEs to participate in the performance of District contracts financed in whole or in part with federal funds (Policy 2010). No MWBE Goal setting was placed on this solicitation.

PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT

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

The proposal shall include **One (1) original (labeled), five (5) copies, and 1 (one) USB** in a sealed envelope clearly labeled as indicated in B below. An electronic version of the proposal shall also be submitted with the original. The electronic media must be a USB and shall bear a label on the outside containing the RFP number and name, as well as the name of the Vendor.

B. The outside of each package shall, in addition, be labeled with the following:

1. The Vendor's name and business address.
2. The due date/time for receipt of proposals.
3. The Title of the RFP and RFP number

2.0 PROPOSAL FORMAT

The proposal must include a table of contents and all pages in the proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

TAB A. TRANSMITTAL LETTER

The proposal is to be accompanied by a brief transmittal letter prepared on the Vendor's letterhead and signed by an individual who is authorized to commit the Vendor to the services and requirements in the RFP and proposal. This transmittal letter shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Vendor to the contract, who will receive all official notices concerning this RFP.
2. The Vendor's Federal Tax Identification Number or Social Security Number.
3. A brief statement of the Vendor understands of the work to be done, the commitment to perform the work within the time period, and a statement of why the firm believes it is best qualified to perform the engagement.
4. A statement that the proposal is a firm and irrevocable offer for a period of one-hundred twenty (120) days.
5. Acknowledgement of all Addenda to this RFP

TAB B. TABLE OF CONTENTS

TAB C. EXPERIENCE AND CAPABILITIES

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

1. Summary of the services offered including the number of years the Vendor provided these services; the number of clients and geographic locations the Vendor currently serves, etc. and has served; and if a past customer, why the Vendor is no longer providing services;
2. Organizational chart of the Vendor showing the major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization; and what resources will be available to support this contract in primary, secondary and back-up roles
3. Name all key personnel who will perform work under this contract and include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.
4. At least **three (3)** recent references from its customers who are capable of documenting the following: a) the Vendor's ability to manage similar contracts, b) the quality and breadth of services provided by the Vendor under similar contracts (See Appendix C). If Shelby County Schools is a client or has been a client of the Respondent for the services outlined in the RFP, SCS reserves the right to be a reference, if not listed.

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Vendor shall include in its proposal, completed audited financial statements including the auditor's notes, for its **last three years**. If the Vendor has not had its financial statements audited by an independent accounting firm, the Vendor must submit such unaudited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
 - a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Vendor shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with SCBE.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

The Vendor shall address each major requirement of Part I (Scope of Work) (separated by tabs if substantial)

TAB F. FORMS

1. Bid Bond (If Applicable)
2. Special Terms & Conditions for RFP'S (Appendix A)
3. Addenda Acknowledgement Form (Appendix B)
4. References (Appendix C)
5. Completed Non-Collusion Certificate (Notarized) (Appendix D)
6. Completed Debarment Affidavit (Notarized) (Appendix E)
7. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
8. Certificate of Insurance Coverage (Appendix G)
9. 2011 Local Preference Purchasing (Appendix H)
10. Compensation/Pricing Schedule (Appendix I)

TAB G. Pricing Schedule (Compensation Schedule)

TAB H. ELECTRONIC MEDIA (INCLUDE WITH SUBMISSION)

Failure to provide any of the requested information or documents in this solicitation may render the bid non-responsive.

PART IV: EVALUATION AND SELECTION PROCEDURE

1.0 EVALUATION COMMITTEE

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to SCBE, considering technical factors and other factors set forth herein.

2.0 EVALUATION PROCESS

- A. The committee will evaluate each proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Vendors and conducted by mail, E-mail, or facsimile transmission at the discretion of SCBE. During the evaluation process, the committee may request technical assistance from any source.
- B. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of SCBE.
- C. If applicable, SCBE Policy 2011 Local Preference Purchasing will be applied accordingly. Please see Appendix H for policy details.
- D. Vendors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. If an oral presentation is requested, the oral presentation is a part of the evaluation.
- E. If it is determined to be in the best interest of SCBE, SCBE may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- F. The Committee will recommend the vendor whose overall proposal provides the most advantageous offer to SCBE considering all RFP requirements, based on evaluation factors set forth in this RFP.

C. EVALUATION CRITERIA

The Evaluation committee will evaluate proposals using the following criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

- a. Approach to satisfying requirements
- b. Vendor's experience and capabilities/references
- c. Fiscal Integrity/Financial Stability

Evaluation Criteria	Major Weights
Qualifications / Experience	20%
Compliance with the Scope of Services	20%
Ability to Deliver Additional Capabilities of Value	25%
Financial Offer	20%
Responsiveness to the RFP and Oral Presentation	15%
Total	100%

PART V: SCOPE OF SERVICES (DETAILS)

1.0 THE SERVICES

1.1 The Services. SCBE hereby solicits submissions of written Proposals, from qualified Respondents to provide for SCBE the services described herein, all in accordance with the terms and conditions detailed herein. **In particular, the services sought by SCBE will require the Respondent to provide maintenance to the District's single source, proprietary energy management system; including, but not limited to the repair, replacement and/or reprogramming of a network of Siemens Apogee controllers; maintenance of Siemens software on the district energy management server network.**

The use of energy-efficient building automation and control functions saves building operating costs, preserves energy resources and lowers CO2 emissions. Local manufacturer support of the district's building automation system is necessary to ensure continuous classroom comfort.

The successful Respondent will be required to perform the following services at all SCBE facilities on request, using **Siemens factory approved parts, software, materials and supplies that meet or exceed SCBE specifications and approval. All services shall be governed by a Technical Support Program (TSP) managed by SCBE EMS Facilities staff.**

1.1.1 Repair all EMS Field Level Network (FLN), Building Level Network (BLN) and Area Level Network (ALN) controls, standalone controls, unit controllers, point modules, network wiring and power supplies associated with heating, ventilation, air-conditioning (HVAC) and lighting.

1.1.2 Maintain and administrate the SCBE EMS Desigo Virtual Private Network (VPN) Server located at 1364 Farmville, Memphis, TN. Shall provide only Siemens Apogee -Insight/Desigo CC factory supplied system licenses and all updates for server operations. Provide a local factory approved Siemens corporate branch office to maintain the EMS VPN.

1.1.3 Maintain and administrate all EMS servers with only Siemens factory supplied client licenses and all updates.

1.1.4 Repair cooling towers EMS controls on starters, VFDs, motors, heat trace alarms, cooling tower alarms and any valves.

1.1.5 Repair EMS controls on valves, heat exchangers, variable frequency drives, heaters, boilers, chillers, pumps, sensors, relays, wiring, software and hardware associated with or in part of the HVAC mechanical plant(s).

1.1.6 Repair Air-Handling Unit (AHU) EMS controls on starters, VFDs, motors, low temperature detection, pumps, all valves, phase loss, temperature sensors, alarms, wire.

1.1.7 Repairs shall be provided to hydronic or steam Unit Ventilators (UV), Self-contained Unit Ventilator (SCUV), Unit Heaters, EMS controls on starters, VFDs, motors, low temperature detection, pumps, all valves, phase loss, temperature sensors, alarms and wire.

1.1.8 Technicians must possess and utilize portable computers with Siemens factory software of most updated factory revision as needed on all EMS electronic devices.

1.1.9 Repair/replace/maintain all Digital Energy monitors, EMS integration components, all EMS hardware, all EMS networking devices, EMS as-built documentation, Siemens factory firmware, Siemens factory software and graphics.

1.1.10 Provide training from Siemens corporate branch office annually for EMS Technicians & HVAC Technicians as scheduled by authorized SCBE representative. Details bulleted Below:

- HVAC Technician – understand & possess ability to establish communication and perform adjustments to all applications & controllers via local connectivity.
- EMS Technician – understand and possess ability to perform program adjustments via Insight, Desigo and communicate logic activity (& requirements) as support is needed.

1.1.11 Execute, support and implement Advantage Navigator®

1.1.12 Provide published US List Pricing for Siemens Apogee Products that are to be provided under this agreement.

1.1.13 Provide published US List Pricing for Siemens labor rates, including security specialist, fire alarm specialist and electrical services that are to be provided under this agreement.

1.1.14 All EMS services shall be provided **as-needed-basis** determined and requested or scheduled by SCBE representative.

1.1.15 Initial diagnoses of any SCBE EMS repair/replacement necessities and cost associated.

1.1.16 Provide a one-year warranty on all services and parts provided.

1.2 Minimum Qualifications. This section identifies the Minimum Qualifications for Service Providers requiring specific response and affirmation in the proposal. The SCBE requires partnering with a vendor team that has a proven track record through demonstrated experience in providing similar Services. The Minimum Qualifications of Proposal require that the Respondent must validate:

1.2.1 Respondent must furnish proof that all EMS services are delivered from a Siemens authorized service provider.

1.2.2 Respondent must provide proof of Siemens training and certification for Siemens Apogee and Desigo CC building automation systems for five current staff proposed for EMS support.

1.2.3 Respondent must provide proof of distributing Siemens factory EMS parts.

1.2.4 Respondent must provide proof authorized to install and warranties Siemens factory EMS parts.

1.2.5 Respondent must be authorized to do business in Shelby County, Tennessee, and provide verification in the form of a Shelby County, Tennessee, Business License.

1.2.6 Respondent must be primarily engaged in the business of commercial or industrial Energy Management System (EMS) / Building Management System (BAS) for cooling and heating control services. The respondent must have operated as an EMS service company for a period of not less than three (3) years.

1.2.7 Respondent must employ a minimum of five (5) full-time service technicians with the following qualifications: (1) Siemens factory trained on Powers Programming Control Language (PPCL) with (3) years-experience as a full-time EMS building automation service representative. (2) Possess factory Siemens installation certification on BLN/ALN/FLN devices. (3) Be an experienced BACnet integration service provider capable of networking Siemens and third party devices on same network.

1.2.8 All graphics shall be performed by Siemens factory authorized technicians with a minimum of (3) years-experience in SCBE graphics standards.

1.2.9 Respondent must have a minimum of five full-time employees on call and able to respond to any Shelby County School. On-site presence by Siemens factory trained EMS technician shall be within one hour of EMS service request between 7:00 a.m. and 3:30 p.m. during work days. Emergency request shall be 24 hours per day all year, with an on-site response time of 2 hours.

1.3 General Requirements. The Service Provider shall be responsible for adhering to the general requirement below, but are not limited to:

- 1.3.1 School business hours are 6:00 a.m., to 3:30 p.m. unless otherwise indicated by an authorized maintenance representative. During the school year, school buildings need to be prepared for occupancy by 6:00 a.m., at no addition cost and as required by Facilities.
- 1.3.2 The Service Provider shall maintain a single point of contact on a 24 hour/holiday/weekend all year basis.
- 1.3.3 All technicians for the Service provider shall wear identification in the form of a name tag and clothing with the company name patch.
- 1.3.4 All EMS technicians, for the Service provider, shall reside within a 50-mile radius of SCBE main office.
- 1.3.5 No work shall be performed in the area where children are present or may return later unless approved by an

Authorized maintenance representative.

1.3.6 All areas of work shall be left in a clean condition and all debris shall be removed daily and upon completion of service.

1.3.7 Service Provider vehicles shall be clearly marked with Service Providers name.

1.3.8 Salvage equipment if requested shall be returned to the owner.

1.3.9 In the event that new equipment or parts installed by the service provider fails and is under warranty, the service provider will be responsible for replacement and contacting the equipment company for warranty repair. SCBE will not be responsible for any additional cost to repair new equipment or parts that are under warranty.

1.3.10 If follow-up work is required to correct resent work, including improper repairs, installation, or substandard parts, the cost of said work is the sole responsibility of the service provider and no cost to SCBE.

1.3.11 If a job can't be completed during regular business hours, the service provider will be allowed to finish the next day, or complete the job on overtime with approval of an authorized maintenance representative.

1.3.12 Overtime rates shall not exceed 1 ½ times the normal rate or what is allowed by federal guidelines.

1.3.13 Any shut down of services or utilities shall be approved first by an authorized maintenance representative.

1.3.14 The Service Provider shall obtain if required all building permits or clearance for work requiring such, prior to the start of work.

1.3.15 Prior to beginning work service provider shall provide copies or all necessary permits.

1.3.16 Safety is the sole responsibility of the service provider. Any building maintenance performed by the Service Provider shall meet, at a minimum, OSHA work place safety requirements, as well as all local, state and federal requirements.

1.3.17 The Servicer Provider shall be able to respond to a service call within one hour of notice to proceed during scheduled SCBE work days.

1.3.18 The Service Provider will be held accountable for school property committed to its care and may be required to replace any such property which may be damaged, destroyed, lost or stolen due to Service Provider negligence.

1.3.19 The Service Provider shall provide twenty (20) hours of onsite training annually during scheduled repairs. Training shall be SCBE approved, include hands on, coaching and documentation for up to eight (8) SCBE staff members. Training hours shall be documented on applicable TSP charge.

1.3.20 The Service Provider shall not subcontract any part of the agreement with another Contractor.

1.3.21 SCBE reserves the privilege to hire additional contractors as needed to perform EMS services.

1.4 Work Involving Asbestos Containing Material. Any and all repairs that involve or have the potential to disturb asbestos containing material shall be report to the EMS office representative or his designee immediately in writing. The abatement of asbestos is solely the responsibility of the SCBE at no cost to the Service Provider.

1.5 Invoicing.

1.5.1 When services requested, compensation to the contractor for services call response will be based on the hourly labor rates from the price proposal form.

1.5.2 Hours shall be calculated daily from time the Service Provider's personnel arrives at a location.

1.5.3 Prior to receiving a SCBE notice to proceed, the initial diagnoses and initial total cost appraisal of any single

SCBE EMS repair/replacement service request is approved and billable to a maximum charge of two (2) labor hours. Once notice to proceed is issued, the SCBE authorized requestor shall verify completion and cost applied to the Technical Support Program. The total repair/replacement service price shall include initial diagnoses cost if price exceeds two (2) labor hours.

1.5.4 Travel time to and from the location will not be compensated.

1.5.5 Only one trip charge may be billed for multiple work orders performed by the same technician on the same day at the same site.

1.5.6 Parts must be itemized and billed at actual cost plus the pre-determined mark-up.

1.5.7 The service provider shall be required to keep legible and detailed documentation on all work performed under this contract. All invoices shall be received within 7 calendar days after work is performed. Invoicing shall include the following service request form below:

Service Request Form

Service Requester: _____ Date of Service: _____

Facility Serviced _____ Time in _____ Time out _____

Equipment being Serviced (Specify area/Location) S/N & Model # if available: _____

Diagnosis of issue & repair: _____

Amount of service hours: _____ Hourly Rate: (per pricing form) _____

Material List & Cost: (please itemize) _____

Warranty of new material/Equipment installed: _____

_____ Technician Name: _____

Total labor cost & material charges shall be applied to total service price.

SCBE Representative Signature: _____

2.0 DURATION OF THE AGREEMENT. The term of the Agreement shall commence on the date that the Agreement is executed by all parties thereto. Thereafter, unless earlier terminated, the term of the Agreement shall continue for an initial term of one (1) year. The Agreement shall reserve for SCBE the unilateral option of extending the term of the Agreement for four (4) additional terms of one (1) year(s) each, provided that the maximum duration of the Agreement shall not exceed five (5) years. The Agreement shall also contain a provision granting to SCBE the right to terminate the Agreement, with or without cause, upon thirty (30) days' notice. (Hereinafter, the period from the time of commencement of the term of the Agreement until the time of expiration of the term of the Agreement shall be referred to as the "Agreement Term").

If at any time SCBE Facilities is dissatisfied with the service and / or the labor performed under this contract, the SCBE may request and receive new EMS technician(s) to service its buildings.

The Service Provider shall not subcontract any part of the agreement with another Contractor.

3.1 **FORMAT OF PROPOSAL.** The Proposal submitted by the Respondent must contain the following information, which information collectively constitutes the Proposal. Respondents must present satisfactory evidence and supporting information indicating the ability to meet the scope of work as detailed in this RFP, and must be prepared in the following format with the requested information.

Proposals should use simple language with minimal jargon, and avoid the use of elaborate marketing material beyond that necessary to provide a complete, accurate, and reliable offer. Each Proposal will adhere to the order and content of sections defined below, and each section must be completed in full. Incomplete proposals will not be considered.

3.2 **Cover Letter, Referencing the RFP.** Include a cover letter signed by a principal in the company, indicating full contact information (mailing address, telephone number, and email address). The cover letter may also summarize key elements of the proposal, and uniqueness of the proposed response.

3.3 **Table of Contents.**

3.4 **Description of the Respondent.** The Proposal must contain a thorough description of the **background of the Respondent and sufficient evidence showing that the Respondent is capable of providing the Services requested.** All requests included in this RFP for information describing the Respondent must be included in this part of the Proposal, including but not necessarily limited to the following:

3.4.1 A brief description of the history of the Respondent in providing the Services requested, including:

- An overview of all the products and services that the company provides.
- Total number of employees

3.4.2 Description of the Respondent's customer make-up and total number of current customers, including a description of the methods used by the Respondent to measure the satisfaction of its customers.

3.4.3 A description of the business design of the Respondent, including the location of the home office; and the location and total number of employees located at the office which will be utilized by SCBE.

3.4.4 Disclosure of the Respondent's employees who will be assigned to the project, with each employee's areas of responsibility. Respondent must provide proof that these employees possess the certification, technical skills, and knowledge to provide the Services requested. This

includes but is not limited to the employees Resumes, Certifications and Licenses.

3.4.5 A description of the specific measures and protections to ensure the Respondent's continuity of services in the event of bankruptcy, transfers of ownership, or other disruptions to business-as-usual operations, including but not necessarily limited to the following:

- Disclosure of the Respondent's Dunn and Bradstreet number.
- Disclosure of the volume of sales the Respondent has had in each of its past three (3) fiscal years; and Respondent's financial reports for the last three (3) years of the most recent audit reports.
- Describe the Respondents' involvement, within the last five (5) years, in any lawsuits or litigation relating to the services the Respondent is proposing to provide to SCBE.

3.4.6 A description of any other resources available to the Respondent that will be useful in providing the Services.

3.5 Experience of the Respondent. A sufficient description of the **experience and knowledge base of the Respondent to show the Respondent's capabilities** must be included in the Proposal. The Respondent must be able to convey its ability and experience **in providing the Services for large K-12 school districts and/or public sector**. SCBE prefers a Respondent who has K-12 experience of similar complexity, but will consider responses from others that have managed large-scale contracts similar in scope. At a minimum, the description of the experience and knowledge base of the Respondent included in the Proposal must include, but not necessarily be limited to, the following:

3.5.1 A statement of how long the Respondent has provided services similar to the Services requested herein;

3.5.2 A general description of the Respondent's experience and background in providing services similar to the Services requested herein, including but not limited to primary building sectors (office, K-12 education, higher education, hospital food service, etc.).

3.5.3 A description of the Respondent's experience with alternate funding opportunities such as utility rebate programs, government incentives and grants, and other options.

Experience integrating different legacy systems; provide a list of what legacy systems the technology has integrated with. Any other relevant

3.5.4 A statement regarding previous experience, if any, in providing "Services" to SCBE.

3.5.5 Provide at least five (5) references for customers that have received similar services as those detailed in the RFP. SCBE reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

1. Customer name.
2. Brief description of the scope of products and services delivered, current status, project start and end dates, total project square footage, number of facilities served, facility types, and product and services provided to the customer.
3. Primary point of contact for the customer, including name, title, telephone number, and email address.

3.5.6 Any other relevant information about the capabilities, experience and knowledge base of the

Respondent, which is deemed to be material.

3.6 Description of the Services. The Proposal must contain a thorough description of the Services being offered in response to this RFP. The Proposal must show that the Services being provided, at a minimum, meet the specifications set forth in this RFP. All requests included in this RFP for information regarding the Services must be included in this part of the Proposal, including but not necessarily limited to the following:

3.6.1 Provide detail information on the services and how it will meet the needs of SCS:

- Describe your understanding of SCS, the work to be done, and the objectives to be accomplished
- Provide a detailed description of the approach and methodology to be used to accomplish the Services of this RFP. The Methodology should include:
 - An implementation plan that describes in detail (i) the methods, including controls by which the Respondent manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 - Detailed description of efforts the Respondent will undertake to achieve client satisfaction and to satisfy the requirements of the Services.
 - Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan.
 - Detailed description of specific tasks the Respondent will require from SCS. Explain what the respective roles of SCS and the Respondent would be to complete the tasks specified in the Services.

3.6.2 A description of any additional services the Respondent believes are necessary to fully provide the Services or which the Respondent believes would be beneficial to SCBE within the context of the Services requested in this RFP.

The Respondent is encouraged to provide additional innovative and/or creative approaches for providing the Services that will maximize efficient, cost-effective operations or increased performance capabilities.

3.6.3 Any other relevant information about the proposed Services deemed to be material.

3.7 Sample Contract. A sample agreement, substantively similar to the agreement the Respondent proposes to use if awarded the final contract, must be included in a Proposal with cost totaling \$100,000 or more. Award recommendations totaling \$100,000 or more shall be made contingent upon: a) the successful negotiation of a contract within 30 days of the notification of the award recommendation, and b) approval of the contract by the Shelby County Board of Education.

3.8 Pricing Schedule. The pricing schedule contained in Section E of this RFP, entitled “Pricing Schedule”, if any, must be completed and included in the Proposal along with any additional documentation required or permitted thereby.

4.0 COMPENSATION. The successful respondent will be compensated upon the completion of the project’s objectives and upon meeting or exceeding the District’s Scope of Services requirements. To the extent the provisions of this paragraph contradict any provision regarding compensation set forth in Section C of this RFP, the provisions set forth in this paragraph shall govern.

5.0 BONDING REQUIREMENTS. The successful contractor shall be required under the Contract to comply with the bonding requirements listed below, if any.

6.0 QUESTIONS REGARDING THIS RFP. Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via email to webbw@scsk12.org, and must be received by SCBE no later than **2:00PM/CT on March 4, 2021**. Subject line of email shall read “**EMS / BAS SERVICES RFP**”. Questions must include a return email address and specifically reference the section of the RFP to which the question pertains. All questions must be submitted in writing. **IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED.** All questions and answers will be posted on Procurement’s website at the end of the business day on December 9, 2016. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all Respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and will lead to disqualification.

PART VI: APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S

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

1. REQUEST FOR PROPOSALS (RFP)

- a. DIRECTIONS: SCBE invites all interested and qualified vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b. DEFINITIONS: For the purpose and clarity of this document only, "SCBE" will mean The Shelby County Schools. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested broker, vendor, supplier, vendor, and/or manufacturer that want to respond to this RFP.

2. GENERAL REQUIREMENTS

- a. AUTHORIZED DEALERS: Only authorized dealers may submit a proposal on requested equipment. At the discretion of SCBE, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. INSPECTIONS: SCBE reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFP for as long as may be considered necessary by SCBE. All expenses of the inspectors shall be borne by SCBE. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Vendor of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for SCBE, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public and charter schools, offices, or to any designated warehouse or warehouses in Shelby County.
- d. SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.
- e. AGGREGATE BIDS: Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of SCBE. When an aggregate bid is requested, the unit prices for each item shall be

identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.

- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of SCBE Director of Purchasing & Supply Services for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of SCBE.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to SCBE a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Procurement Director. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to SCBE, which would provide sufficient data to enable SCBE to judge the Vendor's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to SCBE to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k. **Piggy Back Clause:** Shelby County Board of Education reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Proposer agrees that the Shelby County Board of Education shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Bidder(s) and this contract shall be binding only upon the principals signing such an

agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Bidder. SCBE does not assume any responsibility other than to obtain pricing for the specifications provided.

3. CONFLICT OF INTEREST

- i. In accordance with policy 1013 Superintendent Code of Ethics SCBE has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all SCBE Ethics Policies that may apply to them individually or as a business entity.
- ii. All bidders should review carefully the conflict of interest policies. Specific attention should be accorded to SCBE Ethics Policies (SCBE Policy 1013) prohibiting SCBE employees from benefiting from business with the school system.
- iii. All bidders are placed on notice that all questions/interpretations concerning SCBE Ethics Policies may be submitted to the Ethics Review Panel in accordance with SCBE Policy 1013.

4. PRICES

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.
- b. **UNITS OF MEASURE:** Wherever SCBE indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of SCBE to determine whether the Vendor's price will be recalculated. SCBE will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices shall include be FOB Destination.
- d. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. **PRICE REDUCTIONS:** SCBE reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. **Tax Exemption.** SCBE is a tax-exempt entity and, as such, is exempt from the payment of taxes, including but not limited to sales and use taxes, federal excise taxes and federal high use taxes.

5. ITEM DELIVERY

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for SCBE shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **8:30 a.m.**

and 3:30 p.m.; to schools – between 9:00 a.m. and 2:30 p.m. The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a SCBE worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.

- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. SCBE Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library) and Bid/Contract Number. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to SCBE complying with the Safety regulations as required by OSHA and the Tennessee State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the proposal response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: SCBE Facilities Safety Officer, 1364 Farmville, Memphis, TN, 38122.
- e. **LIQUIDATED DAMAGES:** In the event the Awarded Bidder fails to deliver the goods or services of the contract in accordance with the specifications, SCBE reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of SCBE. All additional expenses incurred by SCBE as a result of such purchases will be deducted from the monies owed or monies that may become due the Vendor.

6. GUARANTEE AND WARRANTIES

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

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

- b. Awarded Vendor, its employees, agents, volunteers, and vendors who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Vendor.
- c. GUARANTEE PERIOD: The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.
- d. OFFICE EQUIPMENT: Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- e. OTHER EQUIPMENT: Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.
- f. MANUFACTURER'S AGENT: The Vendor shall act as the manufacturer's agent for all warranty claims.

7. FEDERAL GRANT FUNDS

- a. The Respondent understands and agrees that it is possible federal grant funds may be used in connection with certain delivery orders issued pursuant to and under the contract agreement. Accordingly, prior to commencing and all work under any and all delivery orders pursuant to and under the contract agreement, the respondent shall ascertain and verify if federal grant funds are to be used by SCS. If SCS will use any federal funds in connection with a delivery order, it is the obligation of the respondent and the respondent understands and agrees that the respondent shall adhere to and comply with all applicable federal laws, regulations circulars, executive orders, procedures and guidelines, as and if applicable, amended from time to time.

8. PROPOSAL SUBMISSION

- a. KNOWLEDGE OF TERMS AND CONDITIONS: Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.
- b. SUBMISSION: Proposals must be delivered to the Procurement Office, 160 S Hollywood Street, Room

126, Memphis, TN 38112. Vendors must submit a proposal as specified in the General Terms and Conditions. Vendors shall retain one (1) copy of the proposal for their files. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.

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

acceptability may be determined on the basis of professional judgment and educational application. SCBE will consider the Vendor's record and performance of any prior contracts with SCBE, federal departments or agencies, or with other public bodies.

- I. RECOMMENDATION OF AWARD: Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.

9. RESOLUTION FOR PROTEST AND DISPUTES

The Procurement Director shall attempt to resolve informally all protests of bid award recommendations. Vendors are encouraged to present their concerns promptly to the buyer for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.

A. RIGHT TO PROTEST

Prior to the commencement of an action in court concerning the controversy, any actual vendor who claims to be aggrieved in connection with a solicitation, the solicitation process, or a pending award of a contract may protest to the Buyer. Procurement Director shall attempt to resolve informally all protest of award recommendations. Protest shall be submitted in writing within seven (7) days after such claimant knows or should know of the facts giving rise to the protest

1. An aggrieved bidder of standing or Vendor may protest to the Buyer a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder who would be directly next in line for an award should the protest be supported.
 - a. The protest shall be in writing addressed to the Buyer with a copy to the Procurement Director and shall include the following:
 - The name address and telephone number(s) of the protester.
 - Identification of the solicitation
 - Statement of reasons for the protest
 - Supporting documentation to substantiate the claim
 - The remedy sought
2. The protest must be filed with the Procurement Office within seven (7) calendar days of the recommendation of award or notification to the bidder or Vendor that their bid or proposal will be rejected.
3. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.
4. The Procurement Director shall inform the Chief of Business Operations (CBO) upon receipt of the protest.
5. The Procurement Director shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

B. BOND REQUIREMENTS

1. Neither a protest nor a stay of award shall proceed under this section unless the protesting party posts a protest bond. The protesting party shall post with the Procurement Director, at

the time of filing a notice of protest, a bond payable to the Shelby County Board of Education in the amount of five percent (5%) of the lowest cost proposal evaluated or, if a protest is filed prior to the opening of cost proposals, the bond payable shall be five percent (5%) of the estimated maximum liability provided in the procurement document. The protest bond shall be in form and substance acceptable to the Shelby County Board of Education and shall be immediately payable to the Shelby County Board of Education conditioned upon a decision by the protest committee that:

- a. A request for consideration, protest, pleading, motion, or other document is signed, before or after appeal to the Chief of Business Operations, in violation of subsection (b);
 - b. The protest has been brought or pursued in bad faith; or
 - c. The protest does not state on its face a valid basis for protest.
2. The bond shall be payable to the Shelby County Board of Education for any other reason approved by the Procurement Office. The Board of Education shall hold the protest bond for at least eleven (11) calendar days after the date of the final determination by the Procurement Director. If the protesting party appeals the Procurement Director's determination to the protest committee, the Procurement Director shall hold the protest bond until instructed by the General Counsel Office to either keep the bond or return it to the protesting party.
 3. At the time of filing notice of a protest of a procurement in which the lowest bid or lowest evaluated cost proposal is less than one million dollars (\$1,000,000), a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business protesting party may submit a written petition for exemption from the protest bond requirement of subsection (c). The petition shall include clear evidence of a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business status. On the day of receipt, the petition shall be given to the chief procurement officer. The chief procurement officer has seven (7) calendar days in which to make a determination. If an exemption from the protest bond requirement is granted, the protest shall proceed as though the bond were posted. Should the chief procurement officer deny an exemption from the requirement, the protesting party shall post the protest bond with the chief procurement officer as required in subsection (c) within five (5) calendar days of the determination.

C. APPEAL OF CONTRACT AWARD DECISION

1. The Procurement Director shall issue a decision in writing. Any decision of an award protest may be appealed to the CBO within seven (7) days of issuance of the decision by the Procurement Director
2. Any decision of an award protest may be appealed to the Superintendent within seven (7) days of issuance of the decision by the Chief of Business Operations.
3. The Superintendent will evaluate the issues involved and render a decision. The decision of the Superintendent is final.

10. CONTRACT TERM

The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.

11. COMMENCEMENT OF SERVICES

SCBE shall have no obligation to pay for services performed before SCBE approves the contract or after it ends. SCBE shall have no obligation to pay for services in excess of the monetary amount of the award. SCBE shall have no obligation to pay for services before a purchase order is issued.

12. ADDENDA

- a. **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Unless otherwise specified in the General Terms and conditions, inquiries are to be emailed to the Buyer, "INQUIRY" and the RFP name and number must be noted on the envelope. Alternatively, inquiries may be e-mailed to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- b. **ISSUANCE:** Any changes to the RFP specifications will be made through the appropriate addenda. Failure of any Supplier to receive such addenda or interpretation shall not relieve any Supplier from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

13. ANNULMENTS AND RESERVATIONS

- a. **RIGHT TO REJECT:** SCBE reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. SCBE reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and SCBE also reserves the right not to order any items(s) within the specification.
- b. **WAIVER OF TECHNICAL DEFECTS:** SCBE reserves the right to waive technical defects, if in its judgment the interest of SCBE shall so require.
- c. **CONTRACT RESERVATIONS:** SCBE reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon SCBE materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of SCBE to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, SCBE reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, SCBE reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

- d AUTHORITY TO DEBAR OR SUSPEND The Procurement Director shall have the authority to request debar a person or company for cause from consideration for award of contracts.

14. TERMINATION OF CONTRACT

- a TERMINATION FOR NON-APPROPRIATION OF FUNDS: SCBE may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. SCBE shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b TERMINATION FOR DEFAULT: When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of SCBE. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- c TERMINATION FOR CONVENIENCE: SCBE has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.
- d Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, by providing thirty (30) calendar days' written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

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

15. GOVERNING LAW & VENUE

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

16. CONTRACT TERMS AND CONDITIONS

- a. SUBMISSION OF INVOICES: Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to SHELBY COUNTY BOARD OF EDUCATION, Accounts Payable Office, Room 160 S. Hollywood St., Room 250, Memphis, TN 38112 (unless otherwise noted). **Vendors must receive written authorization from Procurement to redirect invoice submission to another location other than Accounts Payable.**
- b. INCORRECT INVOICES: Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify SCBE Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.

- c. PARTIAL PAYMENTS: Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. LATE SUBMISSION OF INVOICES: The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by SCBE, then SCBE shall have no obligation to pay for the stale invoices.
- e. CONFIDENTIALITY: Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of SCBE. Vendor and its employees, agents, volunteers and vendors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and SCBE for the mutual disclosure of such records by and among the Vendor, SCBE and SCBE' employees, agents, volunteers and vendors.
- f. INDEMNIFICATION: Vendor shall indemnify, defend, and hold harmless the SHELBY COUNTY BOARD OF EDUCATION, Superintendent and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the SCBE and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Vendor or its employees, agents, or volunteers.
- g. INSURANCE:
 - 1. The vendor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of SCBE, damage to the property of others, including SCBE, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-vendor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.

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

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

- **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, in an amount not less than \$1,000,000, Product Liability and Completed Operations Liability in an amount not less than \$2,000,000 combined single limit, per occurrence, and \$2,000,000 aggregate.
- **Workers' Compensation:** Statutory limits are required. If the contractor/vendor has less than 5 employees, a statement on the vendor letterhead should be placed on file.
- **Employers Liability Coverage:** \$500,000.
- **Automobile Liability:** For vendors who will drive on District property, Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
 - For Charter Bus Companies, the minimum Automobile Liability coverage required is \$5,000,000.

Other Insurance Coverage That May Be Required:

- **Professional Liability (Errors & Omissions):** Not less than \$1,000,000 per occurrence and aggregate to be maintained for the duration of the agreement and three years following its termination.
 - This insurance requirement applies when a supplier has a professional designation or license and/or is providing professional services. The minimum limit for architects and engineers is \$2,000,000 per occurrence and in the aggregate and may be increased depending upon the nature of the services to be provided to the District.
- **Umbrella or Excess Liability Coverage:** Not less than \$4,000,000 per occurrence and in the aggregate.
 - This coverage typically sits above the underlying General Liability, Automobile Liability and Professional Liability policies. Depending on the scope and work to be performed in the proposed agreement, this policy may be required in order for the vendor to be able to meet the minimum insurance requirements.
 - Required for all construction, security, IT, and healthcare related contracts.
- **Cyber Risk Insurance:** Not less than \$2,000,000 per claim to be maintained for the duration of the agreement and three years following its termination.

- This insurance requirement applies when a third party will be using, storing or accessing private, confidential or protected information.
- **Environmental Liability:** Not less than \$2,000,000 per claim and in the aggregate.
 - This insurance requirement applies when a vendor will be performing environmental clean-up work (decontamination/remediation), will be working with hazardous substance or waste, or may have similar such exposures while performing work under the proposed agreement. Higher limits of environmental liability coverage may be required depending upon the scope of work.

Vendors and contractors shall name the Board of Education Shelby County Schools, it's officers, agents, employees and volunteers as an additional insured on its general liability insurance policy.

Coverages and limits are to be considered as minimum requirements and in no way limits the liability of the vendor, contractor or service provider.

All policies shall evidence insurance written by carriers authorized to conduct business in the State of Tennessee and rated at least "A" in A.M. Best's Key Rating Guide.

Renewal certificates of insurance shall be provided annually to Procurement Services until all work is completed.

Please contact Risk Management, Anthony Krone, kronera@scsk12.org or 416-1997 with any questions.

3. The certificate on this insurance shall be made in favor of the **Shelby County Board of Education, Memphis TN 38112** and indicate paid up coverage for the term of the contract.
4. The certificate of insurance **TO BE SUBMITTED** to the PROCUREMENT OFFICE, 160 S. HOLLYWOOD ST., MEMPHIS, TN 38112.
5. It will be the responsibility of the successful Respondent(s) to ensure that a **current** Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.
6. The cost of the above insurance shall be considered an overhead or operating expense to the Vendor, similar to rental costs, utilities, automobile liability insurance, and other business-related expenses. **The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Request for Proposal.**
- h. NON-ASSIGNABILITY: This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of SCBE. Any attempt to do so without such written consent shall be null and void of no effect.

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

17. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE

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

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

APPENDIX B-ADDENDUM ACKNOWLEDGEMENT

**RFP #03222021
ENERGY MANAGEMENT / BUILDING AUTOMATION SYSTEM – TECHNICAL AND
MAINTENANCE SERVICES**

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

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

Addendum #1- Date Received _____

Addendum #2 - Date Received _____

Addendum #3 - Date Received _____

Addendum #4 - Date Received _____

Signature

Title

Vendor Name

Email

Contact Phone Number

APPENDIX C – REFERENCES

RFP #03222021

**ENERGY MANAGEMENT / BUILDING AUTOMATION SYSTEM – TECHNICAL AND
MAINTENANCE SERVICES**

1.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

2.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

3.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

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

RFP #03222021
ENERGY MANAGEMENT / BUILDING AUTOMATION SYSTEM – TECHNICAL AND MAINTENANCE SERVICES

I HEREBY CERTIFY that I am the _____ and the duly authorized

Representative of _____

Whose address is _____ and

THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent:

(a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the RFP or offer being submitted herewith;

(b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFP price or price proposal of the bidder or Vendor herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFP or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

(SIGNATURE)

(DATE)

(PRINTED OR TYPED NAME)

Subscribed and sworn before me this _____ day of _____, 20____.

x _____ Notary Public

My commission expires: _____

APPENDIX E - DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

RFP #03222021
ENERGY MANAGEMENT / BUILDING AUTOMATION SYSTEM – TECHNICAL AND MAINTENANCE SERVICES

**Certification Regarding Debarment, Suspension
Ineligibility and Voluntary
Exclusion—Primary and/or Lower Tier Covered Transactions**

- (1) The prospective participant certifies to the best of its knowledge, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) The prospective participant and its principals have not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) The prospective participant and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses in Paragraph 2 of this certification.
- (4) The prospective participant and its principals have not, within a three (3) year period preceding this application/proposal, had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- (5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Partner, if the bidder is a partnership

x _____
Officer, if the bidder is a corporation

Subscribed and sworn before me this _____ day of _____, 20__.

x _____ Notary Public

My commission expires: _____

APPENDIX F- ANTI-BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

RFP #03222021
ENERGY MANAGEMENT / BUILDING AUTOMATION SYSTEM – TECHNICAL AND MAINTENANCE SERVICES

_____, being first duly sworn deposes and says that he is an officer in the organization known as _____ and the party making a certain proposal or RFP dated, _____ 20____, to the Shelby County of Education:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business (as in defined in Section 39-16-101 of the State of Tennessee Code of Ethics Ordinance or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 39-16-102 Bribery of Public Servant has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Tennessee Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Officer, if the bidder is a corporation

x _____
Partner, if the bidder is a partnership

Subscribed and sworn before me this _____ day of _____,
20____.

x _____ Notary Public

My commission expires: _____

**APPENDIX G - CERTIFICATE OF INSURANCE COVERAGE
(TO BE SUBMITTED WITH PROPOSAL)**

RFP #03222021

**ENERGY MANAGEMENT / BUILDING AUTOMATION SYSTEM – TECHNICAL
AND MAINTENANCE SERVICES**

VENDOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

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

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL GENERAL LIABILITY AGG	\$2,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE			
EMPLOYERS LIABILITY	\$500,000			
WORKMAN'S COMP	TENNESSEE STATE MINIMUM COMPENSATION STATUTORY			

- () LIMITS ON ABOVE POLICY WILL BE INCREASED
- () ABOVE POLICY NOW IN EFFECT
- () POLICY WILL BE OBTAINED/ISSUED ON _____

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

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

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

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

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

SCBE is hereby named as Additional Insured.

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

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

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

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

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

(AUTHORIZED AGENT'S SIGNATURE)

(DATE)

2011

Issued Date:
01/29/13

LOCAL PREFERENCE PURCHASING

I. PURPOSE

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

II. SCOPE

This policy applies to District level contracts with a total dollar purchase amount of \$10,000 or more.

III. DEFINITION

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

IV. POLICY STATEMENT

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

In the bidding of, or letting for procurement of supplies, materials, equipment and services, with a total price of ten thousand (\$10,000.00) dollars or more, if the lowest responsive bidder is a regional or nonlocal business, then all bids received from Local Businesses are decreased by five (5) percent. The original bid is not changed; the five (5) percent is calculated only for the purpose of determining the Local Preference. The Local Preference cost differential is not to exceed one hundred thousand dollars (\$100,000.00).

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

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

Exceptions

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

Restrictions

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

V. RESPONSIBILITY

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

PRICING SCHEDULE

ENERGY MANAGEMENT / BUILDING AUTOMATION SYSTEM - TECHNICAL AND MAINTENANCE SERVICES

Please indicate your price for the aforementioned services. Total contract amount must include travel and related expenses, detailed miscellaneous expenses, as well as reflect all services and deliverables described within this proposal, which can be revised should Shelby County Schools Board of Education (“SCBE”) decide not to move forward with specific deliverables.

The proposed costs submitted shall remain valid for at least 120 days subsequent to the date of the RFP Proposal opening and thereafter in accordance with any resulting contract between the Respondent and SCBE. All monetary amounts are United States currency.

1. Respondent shall provide labor rate per hour for Normal business hours.

2. Respondent shall provide labor rate for Overtime hours for nights.

3. Respondent shall provide itemized billing for all services.

4. Bidder shall provide Material markup charge percentage.

Technical Support Program, Service Coverage List

Admin Welcome Ctr	2687 Avery Ave.	38112
Admin-Airways	2601 Ketchum	38118
Admin-Avery	2597 Avery	38112
Admin-Bond Building	2930 Airways	38116
Admin-Central Nutrition	3176 Jackson Ave.	38112
Admin-Central Office East	130 Flicker Street	38104
Admin-Gragg	3772 Jackson Ave.	38108
Admin-Gray's Creek Office	2800 Grays Creek	38002
Admin-Maintenance	1364 Farmville	38122
Admin-Mallory	1384 Farmville	38122
Admin-TLA/TCC	2485 Union Ave	38112
Alcy ES	1750 Alcy Rd	38114
Alton ES	2020 Alton	38106
American Way MS	3805 American Way	38118
Avon School	310 N. Avon Rd.	38117
Balmoral-Ridgeway ES	5905 Grosvenor	38119
Barrett's Chapel ES	10280 Godwin Rd.	38002
Belle Forest ES	3135 Ridgeway Road	38115
Bellevue MS	575 S. Bellevue	38104
Berclair ES	810 N. Perkins	38122
Bethel Grove ES	2459 Arlington	38114
Bolton HS	7323 Brunswick Rd.	38002
Brewster Elem.	2605 Sam Cooper Blvd.	38112
Brownsville ES	5292 Banbury	38134
Bruce ES	581 South Bellevue Blvd.	38104
Campbell ES	3232 Birchfield	38118
Carnes ES	943 J. W. Williams Ln.	38105
Carver HS	1591 Pennsylvania	38109
Central HS	306 S. Bellevue	38104
Charjean ES	2140 Charjean Rd.	38114
Cherokee ES	3061 Kimball	38114
Chickasaw MS	4060 Westmont	38109
Chimneyrock ES	8601 Chimneyrock Blvd.	38016
Church MS	4100 Mill Branch Rd.	38116
Colonial MS	1370 Colonial Rd.	38117
Cordova ES	750 Sanga Rd.	38106
Cordova HS	1800 Berryhill Rd.	38016
Cordova MS	900 Sanga Rd.	38118
Craigmont HS	3333 Covington Pike	38128
Craigmont MS	3455 Covington Pike	38128
Cromwell ES	4989 Cromwell	38118
Crump ES	4405 Crump Rd.	38141
Cummings K-8	1037 Cummings	38106
Delano ES	1716 Delano Rd.	38127
Dexter ES	7105 Dexter Rd.	38016
Dexter MS	6988 Raleigh LaGrange	38018
Double Tree ES	4560 Double Tree	3819
Douglass HS	3200 Mt. Olive Road	38108
Douglass K-8	1650 Ash St.	38108
Downtown ES	10 N. Fourth	38103

Technical Support Program, Service Coverage List

Site Name	Address	Zip
Dunbar ES	2606 Select	38114
East HS & CTC	3206 Poplar	38111
Egypt ES	4160 Karen Cove	38128
Evans ES	4949 Cottonwood	38118
Fairview MS	750 E. Parkway S.	38104
Ford Road ES	3336 Ford Rd	38109
Fox Meadows ES	2960 Emerald	38115
Freeman K-8	5250 Tulane Rd.	38109
Gardenview ES	4075 Hartz Dr.	38116
Geeter MS	4649 Horn Lake	38109
Georgian Hills MS	3925 Denver Rd.	38127
Germanshire ES	3965 S.Germantown Rd	38125
Germantown ES	2730 Cross Country Dr.	38138
Germantown HS	7653 Old Poplar Pike	38138
Germantown MS	7925 C.D. Smith Rd.	38138
Getwell ES	2795 Getwell Rd.	38118
Goodlett ES	3001 Goodlett	38118
Gordon ES	815 Breedlove	38107
Grahamwood ES	3950 Summer	38122
Grandview Heights MS	2342 Clifton	38127
Hamilton ES	1378 Ethlyn	38106
Hamilton HS	1363 Person	38106
Hamilton MS	1478 Wilson St.	38106
Havenvue MS	1481 Hester	38116
Hawkins Mill ES	4295 Mountain Terrace	38127
Hickory Ridge ES	3890 Hickory Hill Rd.	38115
Hickory Ridge MS	3920 Ridgeway Rd.	38115
Highland Oaks ES	5252 Annandale Dr.	38125
Highland Oaks MS	5600 Meadowbriar Trail	38125
Hill ES	345 E. Olive	38116
Holmes Road ES	1083 Holmes Rd	38116
Idlewild ES	1950 Linden	38104
Jackson ES	3925 Wales	38108
Jeter ES	7662 Benjestown Rd.	38053
Kate Bond ES	2727 Kate Bond Rd.	38133
Kate Bond MS	2737 Kate Bond Road	38133
Keystone ES	4301 Old Allen Rd.	38128
Kingsbury CTC	1328 N. Graham	38122
Kingsbury ES	4055 Bayliss	38108
Kingsbury HS	1270 N. Graham	38122
Kingsbury MS	1276 North Graham	38122
Kirby HS	4080 Kirby Parkway	38115
Knight Road ES	3237 Knight Rd.	38118
LaRose ES	864 S. Wellington Street	38126
Levi ES	135 W. Levi Road	38109
Lowrance ES	7740 Lowrance Rd.	38125
Lucy ES	6269 Amherst Rd.	38053
Macon Hall ES	9800 Macon Rd.	38018
Magnolia ES	2061 Livewell Cir.	38114
Manassas HS	1111 Manassas	38107

Technical Support Program, Service Coverage List

Site Name	Address	Zip
Manor Lake ES	4900 Horn Lake Rd.	38109
Melrose HS	2870 Deadrick	38114
Messick CTC	703 S. Greer	38111
Mitchell HS	658 Mitchell	38109
Mt. Pisgah MS	1444 Pisgah Rd.	38018
Newberry ES	5540 Newberry	38118
Northaven ES	5157 North Circle Rd.	38127
Northeast Prep Ac	968 N. Mendenhall	38122
Northside HS	1212 Vollintine	38107
Northwest Prep Ac	1266 Poplar	38104
Oak Forest ES	7440 Nonconnah View Cove	38119
Oakhaven ES	3795 Bishops Bridge	38118
Oakhaven HS	3125 Ladbrook	38118
Oakhaven MS	3125 Ladbrook	38118
Oakshire ES	1765 E. Holmes	38116
Overton HS	1770 Lanier	38117
Peabody ES	2086 Young	38104
Raineswood Residential Training Ctr	3232 E Raines Road	38118
Raleigh Bartlett Meadows ES	5195 Twin Woods	38134
Raleigh-Egypt HS	3970 Voltaire	38128
Richland ES	5440 Rich Rd.	38120
Ridgeway HS	2009 Ridgeway	38119
Ridgeway MS	6333 Quince Rd.	38119
Riverview K-8	241 Majuba	38109
Riverwood ES	1330 Stern Lane	38016
Ross ES	4890 Ross Rd.	38141
Rozelle ES	993 Roland	38114
Scenic Hills ES	3450 Scenic Hwy.	38128
Sea Isle ES	5250 Sea Isle	38117
Shady Grove ES	5360 Shady Grove	38120
Sharpe ES	3431 Sharpe	38111
Sheffield CTC	4350 Chuck	38118
Sheffield ES/Shrine School	4290 Chuck	38118
Sheffield HS	4315 Sheffield	38118
Shelby Oaks ES	6053 Summer Avenue	31834
Sherwood ES	1156 Robinhood Ln.	31811
Sherwood MS	3480 Rhodes	38111
Snowden K-8	1870 N. Parkway	31812
South Park ES	1736 Getwell	38111
Southwest CTC	3746 Horn Lake Rd.	38109
Southwest Prep Ac	1237 College	38106
Southwind ES	8155 Meadowvale Rd.	38125
Southwind HS	7900 East Shelby Dr.	38125
Springdale ES	880 N. Hollywood	38108
Treadwell ES	3538 Given Ave.	38122
Treadwell MS	920 N. Highland	38122
Trezevant CTC	3224 Range Line	38127
Trezevant HS	3350 Trezevant	38127
Vollintine ES	1682 Vollintine	38107
Walker MS	1900 East Raines Rd.	38116

Technical Support Program, Service Coverage List

Site Name	Address	Zip
Washington HS	715 S. Lauderdale	38126
Wells Academy	995 S. Lauderdale St.	38126
Wells Station ES	1610 Wells Station	38108
Westhaven ES (New)	4585 Hodge Road	38109
Westside ES	3347 Dawn Dr.	38127
Westwood HS	4480 Westmont	38109
White Station ES	4840 Chickasaw Rd.	38117
White Station HS	514 S. Perkins	38117
White Station MS	5465 Mason Rd.	38120
Whitehaven ES	4783 Elvis Presley	38116
Whitehaven HS	4851 Elvis Presley	38116
Willow Oaks ES	4417 Willow	38117
Winchester ES	3587 Boeingshire	38116
Winridge ES	3500 Ridgeway Rd.	38115
Wooddale HS	5151 Scottsdale	38118
Woodstock MS	5885 Woodstock Cuba Rd.	38053