

SHELBY COUNTY BOARD OF EDUCATION PROCUREMENT SERVICES

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

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

Request for Qualifications

(NOT AN ORDER)

Please submit qualifications on the item(s) listed below. The right is reserved to reject any or all submissions. If substitutions are offered, give full particulars. The submission must be submitted no later than **September 14, 2026 @ 2:00 PM, CST**.

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

REQUEST FOR QUALIFICATIONS

MSCS Building Systems and Building Envelope Commissioning Authority

For the purposes of this document, SCBE shall mean The Shelby County Board of Education and MSCS shall mean The Memphis and Shelby County Schools. The term District shall mean the Memphis Shelby County School District. Submissions **MUST** be received by Memphis-Shelby County Schools ("MSCS" or "District") by the due date and time set forth above.

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

Questions or requests for clarification of technical issues and terms pertaining to this RFQ must be submitted in writing via e-mail buyer's Email Address and received by SCBE no later than **September 1, 2026 @ 2:00 PM, CST**.

ISSUED BY: Toland Washington, Sr. Buyer

RFQ # 091426TW

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

NAME OF FIRM

PHONE

FAX#

ADDRESS

CITY

STATE

ZIP CODE

E-MAIL ADDRESS

AUTHORIZED REPRESENTATIVE NAME

☐ CHECK HERE IF YOUR COMPANY QUALIFIES AS A LOCAL VENDOR

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

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

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

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PART I: SCOPE OF WORK

1.0 BACKGROUND

Shelby County Board of Education (SCBE) is the legal name of the Memphis-Shelby County Schools (MSCS) district. MSCS is Tennessee's largest public school district and is among the 25 largest public-school districts in the United States. MSCS serves approximately 110,000 students in more than 200 schools. We employ more than 6,200 teachers and 6,000 support personnel to serve our unique student population while offering programming and services to fit the needs of all our students. Memphis-Shelby County Schools has created a data-driven culture that serves as the backdrop for strategic decision-making and informed solution-based decisions. The information gleaned from data, research-based strategies, and performance outcomes provides our district with amazing opportunities to offer high-quality educational options to every student.

The MSCS mission is to prepare all students for success in learning, leadership, and life through three strategic initiatives. The initiatives are:

1. Strengthen Early Literacy (K-2) and Continuing Literacy (3-12)
2. Recruit, Retain, Immerse, and Entrench
3. Relevant, Rigorous, and Equitable Academics

2.0 SCOPE OF SERVICES

Memphis Shelby County Schools (MSCS) is soliciting responses from qualified commissioning firms for an indefinite delivery/indefinite quantity (ID/IQ) professional services contract. The selected consultant will provide third-party (contracted to MSCS) comprehensive commissioning for district buildings, ensuring that all systems are well designed, properly installed, and correctly functioning at occupancy. The commissioning agents will also provide comprehensive system documentation for operations and maintenance staff. Responses submitted must meet or exceed all requirements. Submissions that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted. A description of the requested services is contained in the Request for Qualifications (see pages 15 – 21 for the complete scope services).

3.0 NON-EXCLUSIVE

The intent of this contract is to provide SCBE with an expedited means of procuring supplies and/or services. The contract resulting from this RFQ is for the convenience of SCBE and is considered to be a "Non-Exclusive" use contract. SCBE does not guarantee any predetermined usage or quantities.. 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 as a result of this RFQ. If the Board accepts and approves the recommendation, an executed agreement will be submitted to the successful supplier. If the Board rejects the recommendation, MSCS shall rescind the Notice of Intent to Award.

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

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

2.0 TERMS OF AGREEMENT

The anticipated term of this contract is an initial **one (1) year with three (3) years one (1) year option to renew.**

3.0 PRE-PROPOSAL MEETING: N/A

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the scope of services or other documents will be made to any Service provider or 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 September 1, 2026 @ 10:00 AM, CST.** Questions that are deemed to be substantive in nature will receive a response in the form of an addendum which shall be published on the MSCS Procurement website **by EOD on September 4, 2026.** (www.scsk12.org/procurement/bids). Please do not submit questions in PDF format. It is incumbent upon the vendor /potential respondents to check the MSCS Procurement website regularly for any publications or addenda.

RFQ Schedule

RFQ Post	August 21, 2026
Questions Due	September 1, 2026 @ 10:00 AM (CST)
Q&A Posted	September 4, 2026 by EOD
RFQ Due	September 14, 2026 @ 2:00 PM (CST)
Vendor Presentation	TBD

5.0 POINT OF CONTACT

Toland Washington
WASHINGTONT8@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 if the Vendor otherwise materially breaches the terms and conditions of the contract.

9.0 RFQ REVISIONS

Should it become necessary to revise any part of this RFQ, 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 RFQ as amended by all addenda. All addenda so issued shall become part of the award.

10.0 SUBMISSION DEADLINE

To be eligible for consideration, submissions must be received at the Procurement Office no later than **September 14, 2026 @ 2:00 PM, CST**. Vendors mailing submissions shall allow sufficient carrier delivery time to ensure timely receipt of their submission to the Procurement Office. After the submission deadline, no matter what the reason, the RFQ 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. RFQ responses delivered to any other location shall not constitute delivery to the Procurement Services Office.**

11.0 REQUEST FOR QUALIFICATION OPENING

RFQ submissions are not opened publicly, but in the presence of at least two Purchasing Office employees. Once the submissions are opened, the Buyer will prepare a document that summarizes the RFQ's 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

An RFQ 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 RFQ 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 RFQ per the attached insurance requirement form (See Appendix G).

14.0 LIQUIDATED DAMAGES

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

15.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

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

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

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

16.0 COMPLIANCE WITH LAWS

Vendors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Vendors violation of any of these laws, statutes, ordinances, rules, or regulations constitutes a breach of this Contract and entitles SCBE to terminate this Contract immediately upon delivery of written notice of termination to the 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. Failure to comply with these laws shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of the 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.

18.0 EPA COMPLIANCE

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

19.0 BONDING

A performance bond may be required for this project. Bonding requirements, if applicable, will be outlined in the contract terms.

20.0 TERMS AND CONDITIONS

Any contract resulting from this submission shall be subject to the General Terms and Conditions noted below except as otherwise modified herein.

It shall be the Vendor's sole responsibility to ensure compliance 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 and any of the General Terms and Conditions proposed by any Vendor or incorporated in any acknowledgement of contract awarded to the successful Vendor, the terms and conditions stated herein shall take precedence unless modified in writing by the Procurement Director.

PART III: RFQ FORMAT

1.0 GENERAL FORMAT

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

The submission must include **One (1) original (labeled), three (3) copies, and 1 (one) USB** in a sealed envelope clearly labeled as indicated in section B below. An electronic version of the RFQ shall also be submitted with the original. The electronic media must be a USB and shall bear a label on the outside containing the RFQ number and name, as well as the name of the Vendor.

Responses shall be limited to **50 pages maximum**, and should be clear, concise, and directly address all response requirements while providing enough detail to demonstrate qualifications, experience, and technical approach. Responses that do not meet these requirements will be disqualified.

- B. The outside of each package shall be labeled with the following:

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

2.0 RFQ FORMAT

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

TAB A. TRANSMITTAL LETTER

The submission 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 RFQ. 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 RFQ.
2. The Vendor's Federal Tax Identification Number or Social Security Number.
3. A brief statement illustrating that the Vendor understands the work to be done, the commitment to perform the work within the indicated timeframe,

and a statement of why the firm believes it is best qualified to perform the services described in the.

4. A statement indicating that the RFQ submitted represents a firm and irrevocable offer for a period of one-hundred twenty (120) days.
5. Acknowledgement of all Addenda to this RFQ

TAB B. TABLE OF CONTENTS

TAB C. EXPERIENCE AND QUALIFICATIONS

The following qualifications are required for any selected firm as part of this RFQ:

1. The Commissioning Firm must hold a firm level certification through either NEBB, ACG, or BCxA. Proof of good standing must be provided as part of the response and as requested by MSCS throughout the contract period. Failure to maintain firm certification may result in termination of the contract.
2. The lead CxA must hold the NEBB Commissioning Process Professional (CxPP), ACB Certified Commissioning Authority (CxA), or BCxA Certified Commissioning Professional (CCP) certification through the same organization as their firm certification. A minimum of 10 years leading commissioning projects is required for the lead CxA.
3. The lead CxA must have been the lead CxA for at least ten (10) projects within the past five (5) years. Experience with projects similar in size and scope to current district projects will be viewed favorably.
4. The Commissioning Firm must directly employ a building envelope specialist with training and a certificate through a third-party organization. This person must also have a minimum of five (5) years executing building envelope commissioning and building envelope testing.
5. It is strongly desired that the commissioning firm have the tools, equipment, training, and documented experience to execute all required envelope testing including but not limited to water intrusion testing, whole building air leakage testing, point leakage testing, adhesion testing, infrared thermography, and other envelope tests in-house. If subcontracting of these services is required, include company and individual resumes and credentials for the partner companies.
6. Describe your organizational structure.
7. Describe the background, mission, goals, and services of your organization. Include specific references to your history and experience that relate to the

the Scope of Work and demonstrate capacity for delivering organizational development consultancy, specifically among public agencies and the contracting office.

8. Describe your organization's experience as it pertains to providing services similar in size complexity and scope to those required under this RFQ and in the manner required pursuant to this RFQ. Describe the number of years providing services similar in size and scope to those requested in this RFQ.
9. Describe the principal type of business and total number of years in business
10. Provide a brief description of the scope of services provided to the customers and the duration of the contract.
11. At least **three (3)** recent references from its customers who are capable of documenting the following: a) the Firm/Consultant's ability to manage similar contracts, b) the quality and breadth of services provided by the Firm/Consultant under similar contracts. (See Appendix C). SCBE may contact some or all of the references provided in order to determine the Firm/Consultant performance record. SCBE reserves the right to contact References other than those provided and to sue the information from them in the evaluation process.

TAB D: Methodology/Approach

The Firm/Consultant shall provide a specific detailed Work Plan that describes how the Firm/Consultant intends to provide the requested services which are set forth in Part IV "Scope of Work". Explain in full detail, do not summarize your services in this section, rather, explain exactly how you can meet SCBE needs. The Firm/Consultant should demonstrate a clear understanding of the tasks in the Scope of Work. The Firm/Consultant shall include:

1. Describe your organization's general Contract Management approach in addressing, planning, development, coordination, and delivery of services.
2. Describe the key individuals and their roles on your team who will perform the services as outlined in the Scope of Work. Provide resumes of key team members, explain their relevant experience and expertise, describe each member's general roles and responsibilities to achieve the Scope of Work in this RFQ and each member's time on the project. Indicate who will be the primary liaison between your organization and SCBE.

TAB E. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Vendor shall include in its submission, completed audited financial statements including the auditor's notes, for its **last three (3) years**. If the Vendor has not had its financial statements audited by an independent accounting firm, the Vendor must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
 - a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Vendor shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with SCBE.

TAB F. FORMS

1. Special Terms & Conditions for RFQ'S (Appendix A)
2. Addenda Acknowledgement Form (Appendix B)
3. References (Appendix C)
4. Completed Non-Collusion Certificate (Notarized) (Appendix D)
5. Completed Debarment Affidavit (Notarized) (Appendix E)
6. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
7. Certificate of Insurance Coverage (Appendix G)
8. 2011 Local Preference Purchasing (Appendix H)
9. Non-Boycott of Israel Certification (Appendix I)
10. Iran Divestment Act Certification (Appendix J)
11. Certificate Regarding Lobbying (Appendix K)

TAB G ELECTRONIC MEDIA (INCLUDE WITH SUBMISSION)

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

PART IV: EVALUATION AND SELECTION PROCEDURE

1.0 EVALUATION COMMITTEE

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

3.0 EVALUATION CRITERIA

The Evaluation committee will evaluate submissions using the following criteria. The committee shall determine which submissions meet the basic requirements of the RFQ and shall have the authority to determine whether any deviation from the requirements of the RFQ is substantial in nature. The committee may reject in whole or in part any and all submissions 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
Experience/Qualification and Capacity to Perform	20%
RFQ Requirements	30%
Methodology/Approach	30%
References	10%
Financial Stability	10%
Total	100%

PART V: SCOPE OF SERVICES (DETAILS)

MSCS Building Systems and Building Envelope Commissioning Authority

Commissioning is required as one quality measure of the construction of the district's facilities to ensure that the final construction meets the original intent of MSCS. The selected firm(s) is/are free to suggest changes and improvements to this process as applicable to the project. Following is a summary of the commissioning process and scope of work MSCS requests for our projects.

1.0 THE SERVICES

Include the information below and organize it in an easily accessible manner. **Responses that do not meet these requirements will be disqualified.**

1. Include a letter of introduction signed by a principal or officer of the firm along with a corresponding email address. This email address will be used for all communication related to shortlists, interviews, and selection.
2. Specific Qualifications
 - a. Provide proof that the firm meets each qualification listed in the Minimum Qualifications section above.
 - b. Describe the firm's existing experience and knowledge of MSCS facilities.
3. Firm Information & Experience
 - a. List the general information of your firm, including legal name, mailing address, location, phone number, and email address of firm/person submitting the qualifications.
 - b. Include a summary of the firm's history, experience and qualifications with projects (dates, description, locations, key personnel and references) similar to this contract and associated projects.
 - c. Demonstrate extensive experience with the startup, operation, and troubleshooting of HVAC systems, emergency generator systems, and building automation systems.
 - d. Demonstrate extensive experience in writing commissioning specifications and test protocols, developing commissioning plans and schedules, and managing the commissioning process.
 - e. Demonstrate field experience using test equipment to verify air, water, electrical, building envelope, and fire/life safety systems.
 - f. Demonstrate extensive experience with energy efficient equipment and system design and control strategy optimization.
 - g. Demonstrate direct experience in monitoring and analyzing system operation using building automation system trending and stand-alone data logging equipment.
 - h. Demonstrate level of firm involvement executing work in and around the City of Memphis.

4. Key Personnel
 - a. Provide a staff organizational chart that clearly indicates each team member and their area of responsibility/expertise.
 - b. Include the names and resumes of the lead commissioning agent, project managers, and other staff available to execute the projects. For each of the key personnel:
 - i. Identify their expected areas of responsibility and previous experience on similar projects.
 - ii. Include their educational background/training, years of experience, accreditations, related experience and detailed descriptions of roles played on past projects.
 - iii. Identify relevant expertise in specific commissioning tasks for each person, particularly in relation to the skills and experience noted above.
5. Management Plan
 - a. Describe proposed approach to managing the projects within the contract expertly and efficiently, including distribution of tasks, travel requirements, and duration on site for primary team members.
 - b. Describe the approach your firm will take to integrate the commissioning into the normal design and construction process in order to minimize potential time delays.
 - c. Describe what you will do to foster teamwork and cooperation with contractors and the design team and what you will do to minimize potentially adversarial relationships.
 - d. Describe how you intend to determine the appropriate level of commissioning effort for the various systems and equipment.
6. Capability & Approach
 - a. Provide a narrative of how your firm will accomplish work in a timely manner and within project scheduling constraints.
 - b. Demonstrate unique capabilities, innovative approaches, technical skills and systems, or special methodologies proposed to accomplish the work efficiently and to a high standard.
 - c. Demonstrate that building systems commissioning, building envelope commissioning services, and building envelope testing services are performed in-house, not by a sub-consultant. If these services are not all offered in-house, clarify why and what value your approach provides to MSCS.
 - d. Describe the workload and ability of the proposed staff to competently and expeditiously provide the services required.
7. Past Record of Performance & References
 - a. Include a summary of experience and qualifications with projects (year, description, location) for a minimum of 3 and maximum of 5 projects.
 - b. Provide three client references for recent similar projects. Emphasis should be given to projects performed from the local area office using staff nominated as available for this project.
8. Proof of current professional liability insurance coverage (\$1,000,000 minimum required)

COMMISSIONING AUTHORITY RESPONSIBILITIES

Acting as the Commissioning Authority (CxA) for MSCS, the consultant will document and verify compliance with owner criteria throughout the design process, during construction, at building startup and initial operation, and throughout the warranty period as outlined below. The CxA will not be responsible for design or general construction scheduling, cost

estimating, or construction management, but will be required to assist with resolving non-conformance issues or deficiencies as pertains to the commissioning work.

1. Systems to be Commissioned

- a. Mechanical – including all HVAC systems and equipment, distribution, and controls.
- b. Electrical – including normal and emergency power distribution through 200A panelboards, emergency power generation, and lighting controls
- c. Plumbing – including domestic water booster pumps, water heaters, thermostatic mixing valves, recirculation pumps, distribution piping, and fixture controls
- d. Building Envelope – including liquid, air, vapor, and thermal barriers, including execution of building testing
- e. Life safety – including fire alarm and fire pump

2. Commissioning Process – Design Phase

- a. Refine the commissioning scope of work to align with the individual project needs.
- b. CxA to develop the Owner's Project Requirements (OPR) document with assistance and input from MSCS. This document shall outline all goals, objectives, preferences, areas of concern, budget, schedule, or other information necessary to ensure the design and construction meets MSCS's needs. The CxA shall lead an in-person meeting with MSCS personnel during the development of this document.
- c. Developing the initial commissioning plan encompassing the Design, Construction, Acceptance, and Occupancy and Operations phases. The plan shall include a description of the various commissioning activities, roles and responsibilities, provide sample documents, and other information necessary to clearly convey the commissioning process to all project partners. The commissioning plan does not replace the project specifications.
- d. Lead a design phase commissioning coordination meeting to ensure A/E understanding of the commissioning process and their roles and responsibilities. Meeting attendance may be virtual or in person at the CxA's discretion. Review the A/E Basis of Design for conformance with MSCS's OPR.
- e. At minimum, complete design reviews at 50% and 90% construction document submission, as well as 100% construction document review and backcheck. Comments will be submitted in writing to MSCS and the A/E team.
- f. Provide a design review comments log and track all commissioning design review comments to resolution.
- g. As necessary, organize and lead a meeting with the A/E and MSCS to review and discuss review comments. Meeting attendance may be virtual or in person at the CxA's discretion.
- h. Develop full commissioning specifications for all commissioned equipment. Coordinate this with the architect and engineers to ensure commissioning specifications are incorporated into the construction documents. The specifications shall follow the intent of ASHRAE Guideline 0- 2005 *The Commissioning Process*. The commissioning specification will include a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements (including formats), alerts to coordination issues, deficiency resolution, construction checklist and startup requirements, the functional testing process, and specific functional test requirements including testing conditions and acceptance criteria for each piece of equipment being commissioned.

- i. Develop the minimum owner training requirements to consolidate training requirements otherwise disbursed throughout the project specifications. This shall include requirements regarding the training plan, execution of training, and minimum hours required by system.
- j. Develop an acceptance testing specification that clearly identifies all required acceptance testing for commissioned systems and requirements for who can perform those tests. Coordinate acceptance tests with the A/E. Acceptance tests shall include tests such as pipe leakage, duct leakage, NETA testing, fenestration water intrusion, air leakage, etc. The CxA shall be responsible for executing all building envelop related acceptance tests.
- k. Determine the final commissioning requirements and activities necessary that may not already be included in documents.
- l. Lead a design phase commission meeting to resolve design phase Cx issues prior to construction.

3. Commissioning Process – Construction Phase

- a. Conduct a construction phase commissioning kick-off meeting where the commissioning process requirements are reviewed with the MSCS, A/E, GC, and Subs. Meeting must be held in person on site. If multiple commissioning specialists will be leading various scopes of work, each individual must be present.
- b. Coordinate and direct commissioning activities in a logical, sequential and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, frequently updated timelines, schedules, and technical expertise.
- c. Participate in regular OAC or other project scheduling and coordination meetings. CxA should plan to attend no less than two such meetings per month. Meeting attendance may be virtual or in person at the CxA's discretion.
- d. Participate in contractor pre-install meetings to ensure commissioning goals, objectives, and requirements are clearly relayed to the appropriate subcontractors. Meeting attendance may be virtual or in person at the CxA's discretion.
- e. Review select submittals for the commissioned equipment, those critical for system performance and operation, concurrent with the design professional's review.
- f. With necessary assistance and review from the installing contractors, develop and write construction installation checklists. Submit to project team for review.
- g. Review submittals for the commissioned equipment concurrent with the design professional's review.
- h. With necessary assistance and review from the installing contractors, develop and write construction installation checklists. Submit to project team for review.
- i. Organize and conduct periodic commissioning team meetings necessary to plan, develop the scope, coordinate, schedule activities and resolve problems.
- j. Perform periodic site visits to observe component and system installation to ensure conformance with the OPR, contract documents, manufacturer requirements, and industry best practices. Site visits should occur no less than every-other month, starting when commissioned systems installation begins.
- k. Work with contractors in completing construction installation checklists and tracking of checklist completion.
- l. Execute all construction installation checklists on a periodic basis to verify that contractor's quality process is achieving MSCS's requirements.
- m. Witness a sample of required acceptance tests as well as startups of major equipment. Review all startup forms for completeness and clarity.

- n. Coordinate MSCS Staff site walk-throughs during construction to acclimate them with facility components prior to final finishes.
- o. With necessary assistance and review from installing contractors, write the Functional Performance Test (FPT) procedures. Submit to A/E and MSCS for review and approval.
- p. Coordinate a FPT review and coordination meeting with the commissioning team. Discuss and address any comments regarding the FPT Procedures, review the FPT execution process and schedule the execution of the FPTs.
- q. Coordinate a Test, Adjust, and Balance (TAB) coordination meeting with the design team and TAB contractor to review the TAB Plan and ensure sufficient understanding of the design intent prior to execution of TAB activities.

4. Commissioning Process – Acceptance Phase

- a. Review the TAB Report for commissioned systems concurrent with the design team. Provide comments to the EOR and Architect for review, comment, and potential inclusion in the official response. Review re-submissions as necessary to ensure the Final Report is accurate and in accordance with the contract documents and owner's project requirements.
- b. Conduct TAB verification by confirming a random 10% sample of values within the TAB report. Verification will be performed by the TAB technician who recorded the initial values with the same equipment. Results shall be documented and confirmed by the CxA.
- c. Direct, witness, and document the execution of the FPTs by the contractors and/or equipment manufacturers. Testing shall include individual component and equipment tests, integrated systems testing, and operation and calibration of all system components including valves, dampers, and sensors. Document any deficiencies in the Commissioning Issues Log. Provide Site Observations Reports periodically throughout the testing process.
- d. Participated in, review, and verify the Owner Training provided by the contractors achieves the contract requirements. Ensure all required personnel and positions receive training and have sufficiently understood the training content.
- e. Develop the Final Commissioning Report detailing the results of the commissioning process. This report shall provide a summary of the project, discuss any open Commissioning Issues, detail work yet to be completed and make a recommendation of project acceptance. The report shall also include the Commissioning Record, which is the final versions of documents produced during the commissioning process. This report may be provided in two separate files: the Commissioning Final Report and the Commissioning Record.
- f. Review the closeout documents including operation and maintenance manuals, as-built drawings.

5. Commissioning Process – Occupancy and Operations Phase

- a. If necessary due to weather conditions, coordinate deferred testing by the contractor.
- b. Participate in the 10-Month warranty review with the A/E and MSCS. Review shall include a review of the commissioned systems and discussion with MSCS personnel to ensure all previously identified issues have been resolved, no new issues have been identified, and no additional training is required before the expiration of the contractor's warranty period. Issue a 10-Month warranty report.
- c. Revise the Final Commissioning Report as necessary to include Occupancy and Operations Phase activities.

OTHER RESPONSIBILITIES

In addition to duties described above, the CxA will have the following responsibilities and authority:

- Issue deficiency notices and verify that they have been corrected. An Issues Log will be maintained and reviewed at the commissioning meetings. Deficiencies that are not corrected in a timely manner will be reported to MSCS.
- Utilize a web-based commissioning solution which provides the following benefits:
 - Issue tracking and live interaction for all team members to comment and resolve issues; provide automatic notification to responsible parties.
 - Overall project dashboard to track task and issues.
 - Provides mobile feature to allow contractors to utilize cell phones or tablets to easily fill out checklists.
 - Allows to track all Cx documentation and information in an easily accessible platform.
 - Allows to track and monitor site observation information including issues, pictures, and annotated drawings.

Booster Pumps	100%	100%
Water Softener/RO Systems	100%	N/A
Plumbing Fixtures	100%	100%
Building Envelope Systems		
Fenestrations	100%	Based on project
Curtain Walls/Storefronts	100%	Based on project
Air Barrier	100%	Based on project
Life Safety Systems		
Fire Pump	100%	100%
Fire Alarm System	100%	100%

CxA SAMPLING RATES

The following table identifies the acceptable minimum sampling rates for identical equipment. If an equipment type has different control strategies, the sampling rate applies to each control type, not just the main equipment type. CxAs may exceed these rates as desired.

Equipment	Pre-Functional Checklists	Functional Performance Tests
HVAC Systems		
Chillers	100%	100%
Boilers	100%	100%
Pumps	100%	100%
Heat Exchangers	100%	100%
Air Handling Units	100%	100%
Packaged Rooftop/Ground	100%	100%

Mounted Units		
Split Systems	100%	100%
Terminal Units (VAV, FCU, etc.)	100%	100%
Unit Heaters	100%	100%
General Exhaust Fans	100%	100%
Kitchen Exhaust Fans	100%	100%
Electrical Systems		
Switchgear	100%	N/A
Switchboards	100%	N/A
Panelboards 200A and larger	100%	N/A
Transformers	100%	N/A
Emergency Generators	100%	100%
Transfer Switches	100%	100%
UPS	100%	100%
Lighting Controls	100%	100%
Plumbing Systems		
Water Heaters	100%	100%
Circulation Pumps	100%	100%
Thermostatic Mixing Valves	100%	100%

***This is a Request for Qualifications (RFQ). Please DO NOT submit any pricing.**

PART VI: APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFQ'S

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual submission 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 QUALIFICATIONS (RFQ)

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

2. GENERAL REQUIREMENTS

- a. AUTHORIZED DEALERS: If applicable, Only authorized dealers may submit an RFQ 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 RFQ 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 RFQ, 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 SUBMISSIONS: Where provision is made on the submission form for submitting 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 is requested, the

unit prices for each item shall be identified in the response. The unit prices in an aggregate submission 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 Procurement for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** If applicable, 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 contract, the Vendor shall offer to SCBE a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Procurement Director. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to SCBE, which would provide sufficient data to enable SCBE to judge the Vendor's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to SCBE to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k. **Piggyback Clause:** Shelby County Board of Education reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFQ. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods or services. Proposer agrees that the Shelby County Board of Education shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Respondent(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Respondent. SCBE does not assume any responsibility other than to obtain pricing for the specifications provided.

3. CONFLICT OF INTEREST

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

4. PRICES

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFQ. All unit prices on items shall be completed on the submission 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 RFQ 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 RFQ's 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 RFQ 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 RFQ 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 submission in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: SCBE Facilities Safety Officer, 1364 Farmville, Memphis, TN, 38122.
- e. **LIQUIDATED DAMAGES:** In the event the Awarded Respondent fails to deliver the goods or services of the contract in accordance with the specifications, SCBE reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of SCBE. All additional expenses incurred by SCBE as a result of such purchases will be deducted from the monies owed or monies that may become due the Vendor.

6. GUARANTEE AND WARRANTIES

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by SCBE. Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local, state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendor must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.
- b. **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFQ.
- c. **OFFICE EQUIPMENT:** Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- d. **OTHER EQUIPMENT:** Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.
- e. **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

7. FEDERAL GRANT FUNDS

- a. The Respondent understands that federal grant funds may be used in connection with orders issued under the contract and agrees to maintain compliance with all Federal regulations.

8. RFQ 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 of this RFQ before submitting an RFQ 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:** RFQ's must be delivered to the Procurement Office, 160 S Hollywood

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

- c. **FORMAT:** Signed submissions must be delivered in sealed, opaque envelopes and clearly marked on the outside with: Name of Vendor, Due Date, RFQ Number and Title. SCBE shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the RFQ. A facsimile document shall not be considered a valid response to the RFQ.
- d. **VENDOR ADDRESS:** Each submission 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 submission and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or emailed to the address shown on the submission in the absence of written instructions from the Vendor to the contrary.
- e. **PARTNERSHIPS:** Submissions 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:** Submissions by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the RFQ 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 RFQ. Such documents are required by local, state, or federal funding agencies of SCBE as part of the submission 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 RFQ 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 submission.
- 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 RFQ 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 RFQ.

- j. RFQ PREPARATION FEES: SCBE will not be responsible for any costs incurred by a Vendor in preparing and submitting a response.
- k. EVALUATION: Responses will be evaluated for compliance with detailed scope of services and/or specifications. The specifications shall vary with each individual RFQ issued, and the award shall be made in accordance with the General Terms and Conditions. Consideration will be given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Vendor, and the ability of the Vendor to perform satisfactorily. Evaluation may also be made for other factors, such as serviceability, functional suitability, workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. SCBE will consider the Vendor's record and performance of any prior contracts with SCBE, federal departments or agencies, or with other public bodies.
- l. RECOMMENDATION OF AWARD: Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.

9. RESOLUTION FOR PROTEST AND DISPUTES

The Procurement Director shall attempt to resolve informally all protests of 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 process.

A. RIGHT TO PROTEST

Prior to the commencement of an action in court concerning a protest, any 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 in writing. The Procurement Director shall attempt to resolve informally all protest of award recommendations. The Protest shall be submitted in writing within seven (7) days after such claimant knows or should know of the facts giving rise to the protest.

- 1. An aggrieved respondent of standing or Vendor may protest to the Buyer an award of a contract for supplies, equipment, services, or maintenance. A respondent of standing is a respondent who would be directly next in line for an award should the protest be supported.
 - a. The protest shall be in writing addressed to the Buyer with a copy to the Procurement Director and shall include the following:
 - The name address and telephone number(s) of the protester.
 - Identification of the solicitation
 - Statement of reasons for the protest
 - Supporting documentation to substantiate the claim.
 - The remedy sought.

2. The protest must be filed with the Procurement Office within seven (7) calendar days of the recommendation of award or notification to the respondent or Vendor that their submission will be rejected.
3. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.
4. The Procurement Director shall inform the Chief Financial Officer (CFO) upon receipt of the protest.
5. The Procurement Director shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

B. BOND REQUIREMENTS

1. Neither a protest nor a stay of award shall proceed under this section unless the protesting party posts a protest bond. The protesting party shall post with the Procurement Director, at the time of filing a notice of protest, a bond payable to the Shelby County Board of Education in the amount of five percent (5%) of the lowest cost submission evaluated or, if a protest is filed prior to the opening of cost solicitations, the bond payable shall be five percent (5%) of the estimated maximum liability provided in the procurement document. The protest bond shall be in form and substance acceptable to the Shelby County Board of Education and shall be immediately payable to the Shelby County Board of Education conditioned upon a decision by the protest committee that:
 - a. A request for consideration, protest, pleading, motion, or other document is signed, before or after appeal to the Chief Financial Officer, in violation of subsection (b).
 - b. The protest has been brought or pursued in bad faith; or
 - c. The protest does not state on its face a valid basis for protest.
2. The bond shall be payable to the Shelby County Board of Education for any other reason approved by the Procurement Office. The Board of Education shall hold the protest bond for at least eleven (11) calendar days after the date of the final determination by the Procurement Director. If the protesting party appeals the Procurement Director's determination to the protest committee, the Procurement Director shall hold the protest bond until instructed by the General Counsel Office to either keep the bond or return it to the protesting party.
3. At the time of filing notice of a protest of a procurement in which the lowest submission or lowest evaluated cost submission 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 Procurement Director. The Procurement Director 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 Procurement Director deny an exemption

from the requirement, the protesting party shall post the protest bond with the Procurement Director as required in subsection (c) within five (5) calendar days of the determination.

C. APPEAL OF CONTRACT AWARD DECISION

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

10. CONTRACT TERM

The Vendor shall refer to the General Terms and Conditions attached to the RFQ 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 Vendor 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 RFQ 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 Solicitation name and number.
- b. ISSUANCE: Any changes to the RFQ specifications will be made through the appropriate addenda. Failure of any Vendor to receive such addenda or interpretation shall not relieve any Vendor from any obligations under this RFQ 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 RFQ's and re-advertise for other submissions. 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 RFQ.

- 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. Should the Vendor 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. 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 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, be 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 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 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 RFQ shall be construed in accordance with, and interpreted under, the laws of the State of Tennessee. Any lawsuits arising out of such RFQ 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 The Procurement Office 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 the SCBE Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the RFQ 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's 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. Schools or central office departments should verify a current Certificate of Insurance, including endorsements from the contractor or vendor is on file with Procurement Services prior to the beginning of work and/or the start of a contract. A Certificate of Insurance is a standard form issued by the insurance company evidencing the insurance information (including policy limits and types of insurance) of its policyholder.

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

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

Other Insurance Coverage That May Be Required:

- **Professional Liability (Errors & Omissions):** Not less than \$1,000,000 per occurrence and aggregate to be maintained for the duration of the agreement and three years following its termination.

- This insurance requirement applies when a supplier has a professional designation or license and/or is providing professional services. The minimum limit for architects and engineers is \$2,000,000 per occurrence and in the aggregate and may be increased depending upon the nature of the services to be provided to the District.
- **Umbrella or Excess Liability Coverage:** Not less than \$4,000,000 per occurrence and in the aggregate.
 - This coverage typically sits above the underlying General Liability, Automobile Liability and Professional Liability policies. Depending on the scope and work to be performed in the proposed agreement, this policy may be required in order for the vendor to be able to meet the minimum insurance requirements.
 - Required for all construction, security, IT, and healthcare related contracts.
- **Cyber Risk Insurance:** Not less than \$2,000,000 per claim to be maintained for the duration of the agreement and three years following its termination.
 - This insurance requirement applies when a third party will be using, storing or accessing private, confidential or protected information.
- **Environmental Liability:** Not less than \$2,000,000 per claim and in the aggregate.
 - This insurance requirement applies when a vendor will be performing environmental clean-up work (decontamination/remediation), will be working with hazardous substance or waste, or may have similar such exposures while performing work under the proposed agreement. Higher limits of environmental liability coverage may be required depending upon the scope of 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, Sandra Burgess, burgessse@scsk12.org or 416-1997 with any questions.

3. The certificate on this insurance shall be made in favor of the **Shelby County Board of Education, Memphis TN 38112** and indicate paid up coverage for the term of the contract.
4. The certificate of insurance **SHALL 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 Qualifications.**
- 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 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

RFQ # 091426TW

MSCS Building Systems and Building Envelope Commissioning Authority

(If applicable) Please complete and return with your 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

RFQ # 091426TW

MSCS Building Systems and Building Envelope Commissioning Authority

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 TECHNICALQ)

RFQ # 091426TW

MSCS Building Systems and Building Envelope Commissioning Authority

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 RFQ or offer being submitted herewith;

(b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFQ price or price of the respondents or Vendor herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFQ 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 RFQ)
RFQ # 091426TW

MSCS Building Systems and Building Envelope Commissioning Authority

**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 RFQ, 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 solicitation, 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/solicitation, 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 submission.

Signature of:

x _____
Respondent, if the respondent is an individual

x _____
Partner, if the respondent is a partnership

x _____
Officer, if the respondent is a corporation

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

x _____ Notary Public

My commission expires: _____

APPENDIX F- ANTI-BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL SOLICITATION)
RFQ # 091426TW
MSCS Building Systems and Building Envelope Commissioning Authority

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

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

Signature of:

x _____
Respondent, if the respondent is an individual

Partner, if the respondent is a partnership

x _____
Officer, if the respondent is a corporation

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

x _____ Notary Public

My commission expires: _____

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

RFQ # 091426TW

MSCS Building Systems and Building Envelope Commissioning Authority

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.

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
Workers Compensation	\$100,000 Each Accident \$500,000 Disease-Policy Limit \$100,000 Disease-Each Employee			
Automobile Liability	\$1,000,000 Each Occurrence/Aggregate			
Commercial General Liability	\$2,000,000 General Aggregate \$2,000,000 Products-Completed Operations \$1,000,000 Personal & Advertising Injury \$1,000,000 Each Occurrence \$50,000 Fire Damage-any one fire \$5,000 Medical Expense-any one person			
Professional Liability	\$2,000,000 Each Claim/Aggregate			
Umbrella Liability	\$2,000,000 Each Occurrence/Aggregate			

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

() POLICY WILL BE OBTAINED/ISSUED ON _____

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

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

The successful respondent will be required to provide insurance coverage as shown in General Conditions of RFQ 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 SUBMISSION. 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 RFQ is submitted may result in rejection of your RFQ as being non-responsive.

(AUTHORIZED AGENT'S SIGNATURE)

(DATE)

(Appendix H)
Shelby County Board of Education

RFQ # 091426TW
MSCS Building Systems and Building Envelope Commissioning Authority

Issued Date: 01/29/13
Revised: 08/31/21

LOCAL PREFERENCE PURCHASING # 2011

I. PURPOSE

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

II. SCOPE

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

III. DEFINITION

- A. Local Preference Purchasing means giving preference to businesses located within Shelby County, Tennessee in the purchase of personal property, materials, and contractual services and in constructing improvements to real property or to existing structures.
- B. Local Business means a vendor or contractor who holds a valid license to do business in Shelby County, Tennessee; has a street address within the limits of said locality for a continuous period of at least six (6) months prior to solicitation 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 submissions received in relation to such expenditures.

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

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

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

Exceptions

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

Restrictions

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

V. RESPONSIBILITY

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

Appendix I– Non-Boycott of Israel Certification

RFQ # 091426TW

MSCS Building Systems and Building Envelope Commissioning Authority



STATE OF TENNESSEE

**NON-BOYCOTT OF ISRAEL
CERTIFICATION**

The Bidder certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

Signature of Authorized Representative	Date
Printed Name	Phone Number / Email Address

Appendix J– Iran Divestment Act Certification
RFQ # 091426TW
MSCS Building Systems and Building Envelope Commissioning Authority



STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON SUPPLIER IDENTIFICATION NUMBER:	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website:

<https://www.tn.gov/generalservices/procurement/central- procurement-office--cpo-/library-/public-information-library.html>

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE

Appendix K– Certification Regarding Lobbying
RFQ # 091426TW
MSCS Building Systems and Building Envelope Commissioning Authority

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of the certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

FNS Grant/Cooperative Agreement

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date