

April 27, 2023

Memphis Business Academy Middle School

# EDUCATIONAL SUPPORT

3306 Overton Crossing St, Memphis, TN 38127 ☐ Phone (901) 505-0672  
Email support@mbaexecutives.org

## REQUEST FOR PROPOSAL (NOT AN ORDER)

Please submit proposals on the item(s) listed below. The right is reserved to reject any or all Proposals. If substitutions are offered, give full particulars. The Proposal must be submitted no later than **May 30, 2023 @ 4:00 PM, CST**

The Harmony Schools reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any minor informalities and/or technicalities that are deemed to be in the best interest of the Harmony Schools. Successful Respondents 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.*

### Interactive Panel with Mobile Stand

Proposals **MUST** be received by Harmony Schools by the due date and time set forth above.

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

Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to [support@mbaexecutives.org](mailto:support@mbaexecutives.org), and received by MBAMESD no later than **May 16 @ 4:00 PM/CST**.

**ISSUED BY: Jerry Wilson, MBAM Educational Support Director**  
**RFP #04282023MSIT**

We propose to furnish the item(s) and/or services outlined in the proposal at prices quoted and guarantee safe delivery **F.O.B. delivered** and as specified. Proposals are submitted with a declaration that no Harmony Schools 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

“Memphis Business Academy Middle School 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**

Memphis Business Academy Middle is part of Tennessee's largest public-school district. MBAM itself is part of a network of schools known as Harmony Schools Network which exclusively serves special populations within Shelby County, specifically at-risk youth. HSN consists of 6 schools, which employ 200 teachers and 51 staff members who provide programming and curriculum to meet the individual needs of our 1,700 students. Harmony Schools enrolls, on average, a higher percentage of Latino students than the prevailing secondary district. Ten percent of this population are ELL students served by staff on all six campuses. Each year Harmony Schools cultivates staff which implement innovative and effective instructional models, while developing independent and critical thinkers who possess the communication skills and quantitative literacy necessary to be successful in a high tech, global society. Harmony Schools partners with community leaders to transform lives and communities

### **2.0 SCOPE OF SERVICES**

MBAM requests proposals for **Interactive Panel and Mobile Stand**. Specifications are contained in the Request for Proposal (page 12). Responses submitted must meet or exceed all requirements. Proposals that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

### **3.0 NON-EXCLUSIVE**

The intent of this contract is to provide MBAM with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of MBAM and is considered to be a "Non-Exclusive" use contract. MBAM does not guarantee any usage. MBAM 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 submitted.

### **4.0 NOTICE OF INTENT TO AWARD**

A Notice of Intent to Award is written notification letter that a vendor has been selected for a contract award. Notice of Intent to Award is sent to the vendor, but this letter is not a guarantee of award. The Educational Support Department reserves the right to reject or accept the recommendation submitted. If the ESD accepts and approves the recommendation, an executed agreement will be submitted to the successful Vendor. If the ESD rejects the recommendation, MBAM 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 MBAM and/or third-party participant.

### 2.0 TERM OF AGREEMENT

The anticipated term will be one (1) year with the option to renew two (2) additional one (1) year terms.

### 3.0 PRE-PROPOSAL MEETING (N/A)

### 4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Vendor 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 May 16, 2023 @ 4:00 p.m., CST.**

#### **Submission Schedule**

**Solicitation Post April 30, 2023**

**Questions Due May 16, 2023 by 4:00 pm cst**

**RFP due date//time May 30, 2023 @ 4:00 p.m. cst**

### 5.0 POINT OF CONTACT

Jerry Wilson, Director  
Educational Support  
support@mbaexecutives.org

### 6.0 CONTRACT FACILITATOR/MBAM SUPERVISION

The Vendor's performance will be under the technical direction of the Educational Support Department 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.

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

## 9.0 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be emailed from MBAMESD Office, [support@mbaexecutives.org](mailto:support@mbaexecutives.org). All addenda, amendments or changes issued shall be deemed received by Vendor provided they are emailed from MBAMESD Office. Failure of any Vendor to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

## 10.0 SUBMISSION DEADLINE

To be eligible for consideration, proposals must be received at MBAM's Educational Support Office no later than **May 30, 2023 @ 4:00 p.m. CST**. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal to the Educational Support Office. Proposals received after the submission deadline, no matter what the reason, will be returned unopened. Delivery to MBAM mailroom, lobby, etc. shall not constitute delivery to the MBAMESD. The **Educational Support Office is located at 3306 Overton Crossing St, Memphis TN 38127.**

## 11.0 PROPOSAL OPENING

RFP Proposals are not opened publicly, but in the presence of at least two MBAMESD technicians. Once the proposals are opened, the MBAESD technicians will analyze and assess each proposal on its own merit.

## 12.0 DURATION OF OFFER

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

## 13.0 INSURANCE

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

## 14.0 LIQUIDATED DAMAGES

In the event the Award Bidder(s) fails to deliver the goods or services of the contract in accordance with the specifications, MBAMESD reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of

MBAM. All additional expenses incurred by MBAM 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 Business Academy Middle School's requirements, Vendors (persons, corporations or other entities) whose employee(s), subcontractor (s), or representative(s) will come in contact or close proximity to MBAM students during the course of business, must require their employee(s), subcontractor (s), or representative(s) submit to a criminal history records check to be conducted by the MBAM, Tennessee Bureau of Investigation, and the Federal Bureau of Investigation, and obtain Memphis Business Academy School's identification badge prior to permitting the person to have contact with the children or entering school grounds.

Vendors doing business with MBAM are required to renew their badges for each visit to campus. The Memphis Business Academy Middle identification badge shall be worn at all times by each of the Vendor's employee(s), subcontractor(s), or representative(s) at shirt pocket height while on MBAM property. For more information about conducting the criminal records check, and obtaining a MBAM identification badge, please contact 901-505-0672.

MBAM further reserves the right to audit the criminal history background records of any Vendor employee(s), subcontractor(s) or representative(s) having contact with MBAM 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 MBAM. Failure to provide MBAM 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 MBAMESD to terminate this Contract immediately upon delivery of written notice of termination to Vendor.

#### **17.0 LEGAL COMPLIANCE**

A. Vendor shall comply in all respects with Federal, State and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Tennessee. Any disputes, legal cases or other controversies shall be pursued in Tennessee Courts consistent with and subject to Tennessee State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Tennessee Occupational Safety and Health Act Standards.

B. Specifically, vendor shall comply with all applicable laws and regulations relating to the employment of aliens, such failure shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of vendor's and vendor subcontractors are screened through the Federal Government's E-Verify system, found at [www.e-verify.gov](http://www.e-verify.gov). This is a "no fee" service.

**17.1 EPA COMPLIANCE**

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

**18.0 BONDING (NA)**

**19.0 TERMS AND CONDITIONS**

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

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

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

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

**PART III: PROPOSAL FORMAT**

**1.0 GENERAL FORMAT – SUBMISSION**

A. Vendors shall submit the following: Technical and Financial Proposal by electronic mail and include

- 1. The Vendor’s name and business address.
- 2. The due date/time for receipt of proposals.

**2.0 PROPOSAL FORMAT**

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

**TAB A. TRANSMITTAL LETTER**

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

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

**TAB B. TABLE OF CONTENTS**

**TAB C. EXPERIENCE AND CAPABILITIES**

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

1. Summary of the services offered including the number of years the Vendor provided these services; the number of clients and geographic locations the Vendor currently serves, etc. and has served; and if a past customer, why the Vendor is no longer providing services;
2. Name all key personnel who will perform work under this contract. Include work history, educational background and indicate the proposed role/function of each individual.
3. At least **three (3)** recent references from its customers who are capable of documenting the following: a) the Vendor's ability to manage similar contracts, b) the quality and breadth of services provided by the Vendor under similar contracts (See Appendix C).

**TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS**

1. The Vendor shall include in its proposal, completed audited financial statements including the auditor's notes, for its **last three years**. If the Vendor has not had its financial statements audited by an independent accounting firm, the Vendor must submit such 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 MBAM.

**TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK**

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

**TAB F. FORMS**

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

**TAB G. TECHNICAL/FINANCIAL ELECTRONIC MEDIA (INCLUDE WITH SUBMISSION)**

**TAB H. PRICING SCHEDULE**

A. Vendors shall enter all price information in the proposal under a separate tab labeled Pricing schedule. (Appendix H)

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

## **PART IV: EVALUATION AND SELECTION PROCEDURE**

### **1.0 EVALUATION COMMITTEE**

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

### **2.0 EVALUATION PROCESS**

A. The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Vendors and conducted by mail, E-mail, or facsimile transmission at the discretion of MBAMESD. During the evaluation process, the committee may request technical assistance from any source.

B. Following the completion of the technical evaluation of all Vendors' technical proposals, including any discussions, the committee will rank each qualified Vendor's technical proposal.

C. The cost proposal of each qualified proposal will be distributed to the Evaluation Committee following the completion of the technical evaluation. The Committee will determine total costs of the proposals in order to establish a financial ranking of the proposals from lowest to highest.

D. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of MBAM.

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 proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation.

F. If it is determined to be in the best interest of MBAM, MBAMESD may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.

G. The Committee will recommend the Vendor whose overall proposal provides the most advantageous offer to MBAM considering price, technical, and other factors set forth in this RFP.

### **3.0 EVALUATION CRITERIA**

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

A. Approach to satisfying requirements

B. Vendor's experience and capabilities

C. Fiscal Integrity/Financial Stability

	<b>Major Weights</b>
<b>Experience and Qualifications</b>	<b>5%</b>
<b>Functionality/Services</b>	<b>45%</b>
<b>Technical Requirements</b>	<b>20%</b>
<b>Service &amp; Support Requirements</b>	<b>10%</b>
<b>References &amp; Financial Stability</b>	<b>5%</b>
<b>Cost</b>	<b>15%</b>
<b>Total</b>	<b>100%</b>

## **SCOPE OF SERVICES**

### **Virtual Learning Devices—7 Panels**

#### 1. THE SERVICES

1.1. The MBAMSD hereby solicits submissions of written Proposals, on a competitive basis, from qualified Respondents to provide for MBAM the services described herein, all in accordance with the terms and conditions detailed herein.

*Save and open files between panel and device*

*Navigate panel remotely*

*Work seamlessly with educational platforms like Google Classroom and Microsoft Teams*

*Access content with a roaming profile*

*Connect device directly or by casting*

*Panel account accessible from any device*

*Screen Capture/Screen Share*

*Multiple Browsers*

*Panel Security Options--Multi-sign in, desktop app, panel lock*

*Remote panel management*

*Record lessons, including classroom voices and panel content*

*Share recorded lessons with remote and absent students through any platform*

*Integrated microphone array that captures voices in the classroom*

*Flexible connection options*

*Writing Accuracy with pen or finger and palm erase*

*Promethean Strongly Preferred*

*Mobile Stand may be fixed or adjustable*

#### 1.2. Respondent's Requirements:

1.2.1. Demonstrate system functionality at the time of vendor presentation

1.2.2. Any travel fees incurred should be included in proposal in Appendix H. The District will not pay additional fees to provide services that are not included in proposal

### **APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S**

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

#### 1. REQUEST FOR PROPOSALS (RFP)

a. DIRECTIONS: MBAMESD invites all interested and qualified vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.

b. DEFINITIONS: For the purpose and clarity of this document only, "MBAMESD" will mean Memphis Business Academy Middle School Educational Support Department. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested broker, vendor, and/or manufacturer that wants to respond to this RFP.

## **2. GENERAL REQUIREMENTS**

a. AUTHORIZED DEALERS: Only authorized dealers may submit a proposal on requested equipment. At the discretion of MBAMESD, 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: MBAMESD reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFP for as long as may be considered necessary by MBAMESD. All expenses of the inspectors shall be borne by MBAM. 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 MBAM, 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 Harmony Schools campuses in Shelby County.

d. SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.

e. AGGREGATE BIDS: Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of MBAM. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid for 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 MBAM Director for a decision before proceeding with any work.

g. USE OF BRAND NAMES: Brand names and model numbers are offered as a reference

for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of MBAM.

h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to MBAM 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 MBAMESD 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 MBAMESD, which would provide sufficient data to enable MBAMESD 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 MBAMESD 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.

a. **Piggy Back Clause:** Harmony Schools reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Proposer agrees that the Harmony Schools shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

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

### **3. CONFLICT OF INTEREST**

- i. All bidders are expected to comply with any and all MBAM Ethics Policies that may apply to them individually or as a business entity.
- ii. All bidders should be aware that MBAM employees are prohibited from benefiting from business with the Memphis Business Academy Middle School.

#### **4. PRICES**

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.
- b. **UNITS OF MEASURE:** Wherever MBAMESD 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 MBAMESD to determine whether the Vendor's price will be recalculated. MBAMESD will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices shall include the FOB Destination.
- d. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. **PRICE REDUCTIONS:** MBAMESD 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:** Memphis Business Academy Middle School 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 MBAM 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, between **8:00 a.m. and 4:00 p.m.** 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 the MBAM campus. 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. MBAM 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 MBAM complying with the Safety regulations as required by OSHA and the Tennessee Occupational Safety and Health Act known as TOSHA. The Vendor shall sign the safety section, if attached in the proposal response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type of equipment meeting the TOSHA Standards. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: MBAM Facilities Safety Officer, 3306 Overton Crossing Street, Memphis TN 38127

e. **LIQUIDATED DAMAGES:** In the event the Awarded Bidder fails to deliver the goods or services of the contract in accordance with the specifications, MBAM reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of MBAM. All additional expenses incurred by MBAM 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 MBAM. Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local, state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendor must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.

b. Awarded Vendor, its employees, agents, volunteers, and Vendors who may have contact with students must be in compliance with Shelby County Board of Education code 4053, Part IV, Section C. All costs thereof shall be borne by the Vendor.

c. **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.

d. **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

## **7. FEDERAL GRANT FUNDS**

a. The Respondent understands and agrees that it is possible federal grant funds may be used in



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

## **8. PROPOSAL SUBMISSION**

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

b. **SUBMISSION:** Proposals must be emailed to the Memphis Business Academy Middle School Educational Support Department, support@mbaexecutives.org. Vendors must submit technical and cost proposals as specified in the General Terms and Conditions. Vendors shall retain one (1) copy of the proposal for their files. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.

c. **FORMAT:** Signed proposals must be emailed with: Name of Vendor, Due Date, RFP Number and Title. MBAMESD shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.

d. **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, email address and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or emailed to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.

e. **PARTNERSHIPS:** Proposals by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.

f. **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.

g. **CERTIFICATES AND AFFIDAVITS:** All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. Such documents are required by local, state, or federal funding agencies of MBAM as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, and when applicable, Asbestos Free

## Certification.

h. **SAMPLES:** When indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the RFP number. MBAM 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 MBAM until Vendors are notified to remove them. Vendors agree that MBAM will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.

i. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful Vendors shall be required to submit two (2) samples of each product awarded with an affidavit stating that the composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.

j. **PROPOSAL PREPARATION FEES:** MBAMESD will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.

k. **PROPOSAL EVALUATION** Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions. Consideration will be given to the quantities, time required for delivery, purpose of the goods/services, compatibility of goods with current management systems, 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. MBAMESD will consider the Vendor's record and performance of any prior contracts with MBAM, 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 Director shall attempt to resolve informally all protests of bid award recommendations. Vendors are encouraged to present their concerns promptly to the buyer for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.

### **A. RIGHT TO PROTEST**

Prior to the commencement of an action in court concerning the controversy, any actual vendor who claims to be aggrieved in connection with a solicitation, the solicitation process, or a pending award of a contract may protest to the Buyer. Director shall attempt to resolve

informally all protest of award recommendations. Protest shall be submitted in writing within seven (7) days after such claimant knows or should know of the facts giving rise to the protest

1. An aggrieved bidder of standing or Vendor may protest to the Buyer a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder who would be directly next in line for an award should the protest be supported.
  - a. The protest shall be in writing addressed to the Buyer with a copy to the 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 Educational Support Department within seven (7) calendar days of the recommendation of award or notification to the bidder or Vendor that their bid or proposal will be rejected.
3. A vendor who does not file a timely protest before the contract is executed by the MBAM is deemed to have waived any objection.
4. The Director shall inform the Chief Financial Officer (CFO) upon receipt of the protest.
5. The 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 Director, at the time of filing a notice of protest, a bond payable to Memphis Business Academy Middle School in the amount of five percent (5%) of the lowest cost proposal evaluated or, if a protest is filed prior to the opening of cost proposals, the bond payable shall be five percent (5%) of the estimated maximum liability provided in the procurement document. The protest bond shall be in form and substance acceptable to the Memphis Business Academy Middle School and shall be immediately payable to the Memphis Business Academy Middle School 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 Operations 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 Memphis Business Academy Middle School for any other reason approved by the Educational Support Department. Memphis Business Academy Middle School shall hold the protest bond for at least eleven (11) calendar days after the date of the

final determination by the Director. If the protesting party appeals the Director's determination to the protest committee, the Director shall hold the protest bond until instructed by the CFO to either keep the bond or return it to the protesting party.

3. At the time of filing notice of a protest of a procurement in which the lowest bid or lowest evaluated cost proposal is less than one million dollars (\$1,000,000), a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business protesting party may submit a written petition for exemption from the protest bond requirement of subsection (c). The petition shall include clear evidence of a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business status. On the day of receipt, the petition shall be given to the chief procurement officer. The 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 chief procurement officer deny an exemption from the requirement, the protesting party shall post the protest bond with the chief procurement officer as required in subsection (c) within five (5) calendar days of the determination.

### **C. APPEAL OF CONTRACT AWARD DECISION**

1. The 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 Director
2. Any decision of an award protest may be appealed to the CEO within seven (7) days of issuance of the decision by the CFO.
3. The CEO will evaluate the issues involved and render a decision. The decision of the CEO is final.

### **10. CONTRACT TERM**

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

### **11. COMMENCEMENT OF SERVICES**

MBAM shall have no obligation to pay for services performed before MBAM approves the contract or after it ends. MBAM shall have no obligation to pay for services in excess of the monetary amount of the award. MBAM 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 RFP name and number must be noted on the envelope. Alternatively, inquiries may be e-mailed to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.

b. ISSUANCE: Any changes to the RFP specifications will be made through the appropriate addenda. Failure of any Vendor to receive such addenda or interpretation shall not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

### **13. ANNULMENTS AND RESERVATIONS**

a. RIGHT TO REJECT: MBAMESD reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. MBAMESD reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and MBAMESD also reserves the right not to order any items(s) within the specification.

b. WAIVER OF TECHNICAL DEFECTS: MBAMESD reserves the right to waive technical defects, if in its judgment the interest of MBAMESD shall so require.

c. CONTRACT RESERVATIONS: MBAMESD 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 MBAMESD 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 MBAMESD to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, MBAMESD reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, MBAMESD 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 Director shall have the authority to request debarment of a person or company for cause from consideration for award of contracts.

### **14. TERMINATION OF CONTRACT**

a. TERMINATION FOR NON-APPROPRIATION OF FUNDS: MBAM may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. MBAM shall pay for all of the purchases, if any, incurred up to the date of the termination notice.

b. TERMINATION FOR DEFAULT: When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of MBAM. 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: MBAM has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.

d Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, by providing thirty (30) calendar days' written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

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

## **15. GOVERNING LAW & VENUE**

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

## 16. CONTRACT TERMS AND CONDITIONS

a. **SUBMISSION OF INVOICES:** Vendor 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 Memphis Business Academy Middle School, Accounts Payable Office, 3306 Overton Crossing Street, Memphis TN 38127 or emailed to Nancy.Reeves@mbaexecutives.org. **Vendors must receive written authorization from MBAMESD Director 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 MS Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.

c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.

d. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by MBAMESD, then MBAMESD shall have no obligation to pay for the late 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 MBAM. 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 MBAM for the mutual disclosure of such records by and among the Vendor, MBAM and MBAM employees, agents, volunteers and Vendors.

f. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the Memphis Business Academy Middle School Educational Support Department, CEO and their respective 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 Memphis Business Academy and their respective 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 Memphis Business Academy Middle School, damage to the property of others, including Memphis Business Academy Middle School, 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.

2. The following coverages and limits are suggested for all vendors:

- General Liability, including Products Liability & Completed Operations - \$1,000,000 per occurrence/\$2,000,000 aggregate
- Workers Compensation – Statutory Benefits (Only required if the Vendor will be delivering the product(s) to our building).
- Employers Liability - \$500,000 each accident/\$500,000 injury by disease/\$500,000 injury by disease aggregate (Only required if the Vendor will be delivering the product(s) to our building).
- Auto Liability - \$1,000,000 combined single limit (Only required if the Vendor will be delivering the product(s) to our building).

3. The certificate on this insurance shall be made in favor of the **Memphis Business Academy Middle School of Memphis TN 38127** and indicate paid up coverage for the term of the contract.

4. The certificate of insurance **TO BE SUBMITTED** to the MBAMESD OFFICE, 3306 Overton Crossing Street, Memphis TN 38127.

5. It will be the responsibility of the successful Respondent(s) to ensure that a **current** Certificate of Insurance is on file in the MBAMESD Office during the entire period of the contract.

6. The cost of the above insurance shall be considered an overhead or operating expense to the Vendor, similar to rental costs, utilities, automobile liability insurance, and other business-related expenses. **The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Request for Proposal.**

g. **NON-ASSIGNABILITY:** This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of Memphis Business Academy Middle School. Any attempt to do so without such written consent shall be null and void of no effect.

h. **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.

i. **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 Memphis Business Academy Middle School and made available by the Vendor to MBAMESD 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.

j. **SOLE AGREEMENT:** This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall



be valid unless in writing and executed by both parties. Any prior verbal agreements or proposals shall not be considered a part of this Contract.

k. PROTECTION OF PROPERTY: Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at Memphis Business Academy Middle School campus and all material furnished by Memphis Business Academy Middle School ("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 Memphis Business Academy Middle School 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.

l. PUBLIC STATEMENTS: Vendor shall not use or reference the Name or Logo of Memphis Business Academy Middle School 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 Memphis Business Academy Middle School, which consent will not be unreasonably withheld. Purchase by Memphis Business Academy Middle School of any articles, material, merchandise, or service does not imply that Memphis Business Academy Middle School has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or logo of Memphis Business Academy Middle School in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or logo of Memphis Business Academy Middle School 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 EDUCATIONAL SUPPORT DEPARTMENT Memphis Business Academy Middle School, MEMPHIS, TENNESSEE, 38127, 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 EDUCATIONAL SUPPORT DEPARTMENT within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the EDUCATIONAL SUPPORT DEPARTMENT, for those goods and services which are necessary for the day to day needs of MBAM. **Please Note: ALL OVERTIME MUST BE APPROVED IN ADVANCE**

**APPENDIX B-ADDENDA ACKNOWLEDGEMENT**

**RFP #04282023MSIT Virtual Learning Devices—7 Panels**

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

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

Addendum #1- Date Received \_\_\_\_\_

Addendum #2 - Date Received \_\_\_\_\_

Addendum #3 - Date Received \_\_\_\_\_

Addendum #4 - Date Received \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Contact Phone Number

**APPENDIX C – REFERENCES**

**RFP #04282023MSIT Virtual Learning Devices--Panels**

1.

**Client Name:**

**Address:**

**Services Provided:**

**Date(s)of services:**

**Contact Name & Title:**

**Phone No:**

**Email Address:**

2.

**Client Name:**

**Address:**

**Services Provided:**

**Date(s)of services:**

**Contact Name & Title:**

**Phone No:**

**Email Address:**

3.

**Client Name:**

**Address:**

**Services Provided:**

**Date(s)of services:**

**Contact Name & Title:**

**Phone No:**

**Email Address:**

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

**RFP #04282023MSIT Virtual Learning Devices—7 Panels**

I HEREBY CERTIFY that I am the \_\_\_\_\_ and the duly authorized

representative of \_\_\_\_\_

whose address is \_\_\_\_\_ and

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

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

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

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

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(PRINTED OR TYPED NAME)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

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

**RFP #04282023MSIT Virtual Learning Devices—7 Panel**

**Certification Regarding Debarment, Suspension Ineligibility and Voluntary**

**Exclusion—Primary and/or Lower Tier Covered Transactions**

(1) The prospective participant certifies to the best of its knowledge, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) The prospective participant and its principals have not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) The prospective participant and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses in Paragraph 2 of this certification.

(4) The prospective participant and its principals have not, within a three (3) year period preceding this application/proposal, had one (1) or more public transactions (Federal, State or local) terminated for cause or default.

(5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of:

x \_\_\_\_\_  
Bidder, if the bidder is an individual

x \_\_\_\_\_  
Partner, if the bidder is a partnership

x \_\_\_\_\_  
Officer, if the bidder is a corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

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

**RFP #04282023MSIT Virtual Learning Devices—7 Panels**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of:

x \_\_\_\_\_  
Bidder, if the bidder is an individual

x \_\_\_\_\_  
Officer, if the bidder is a corporation

x \_\_\_\_\_  
Partner, if the bidder is a partnership

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

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

**RFP #04282023MSIT Virtual Learning Devices—7 Panels**

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.

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

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

( ) POLICY WILL BE OBTAINED/ISSUED ON \_\_\_\_\_

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

- MBAMESD 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 MBAMESD.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by MBAMESD.

- 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.
- MBAMESD is hereby granted authority to contact the agency directly to confirm MBAMESD information or obtain copies of certificates of insurance. MBAMESD 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 MBAMESD. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

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

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

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

MBAM 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 MBAMESD.

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

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

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

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

\_\_\_\_\_  
(AUTHORIZED AGENT'S SIGNATURE)

\_\_\_\_\_  
(DATE)



**Appendix H**  
**PRICING SCHEDULE**

**RFP #04282023MSIT Virtual Learning Devices—7 Panels**

I. **PRICE OF SERVICES:**

Pricing shall be broken down as follows:

The Price which the Respondent will charge MBAMESD for the Services is set forth below.

1. **PANEL DEVICE**

\$ \_\_\_\_\_

2. **PANEL CASES**

\$ \_\_\_\_\_

3. **WARRANTY**

\$ \_\_\_\_\_

4. **PANEL CART**

\$ \_\_\_\_\_ (BASED ON A CART FOR 30)

**5. OTHER FEES NOT LISTED**

\$ \_\_\_\_\_