

ADVERTISEMENT DATE: **February 20, 2024****HAMILTON COUNTY DEPARTMENT OF EDUCATION****3074 Hickory Valley Road****Chattanooga, Tennessee 37421****(423) 498-7030****REQUEST FOR PROPOSAL****RFP 24-53, EATON UPS/PDU**

Sealed envelopes containing proposals must be sent to the Purchasing Department and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. In the lower left corner of the envelope, print your company name, RFP Bid File Number and the time and date of opening. Proposers must submit and mark an "original" bid, one "copy", and one "USB Flash Drive" in one (1) sealed envelope. Proposal documents may be secured from the Purchasing Department at the above address and on our website at www.hcde.org via vendor registry. Proposals received shall be opened by the Purchasing Department at the time and place designated in the Request for Proposal and/or associated addenda. The opening for the RFP shall not be open to the public.

Proposals must be received in the Purchasing Department prior to the designated time for opening. Proposals received after the designated time of opening will be considered late and shall be considered Non-Responsive.

SOLICITATION NUMBER & TITLE	RFP 24-53, EATON UPS/PDU
OPENING/DUE DATE & TIME	March 20, 2024; 1:30pm
LOCATION	3074 Hickory Valley Road, Chattanooga, Tennessee 37421
PROCUREMENT CONTACT	Steven Hodgen
PHONE	423-498-7030
EMAIL	Doe_Purchasing@hcde.org
PRE-SOLICITATION MEETING	NO

BIDDER NAME: _____

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
(423) 498-7030

REQUEST FOR PROPOSAL

RFP 24-53, EATON UPS/PDU

Sealed bids will be received addressed to the **Attention of: Purchasing Department, Hamilton County Department of Education**, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, **until 1:30pm, on March 20, 2024**. Any bid received after the scheduled closing time for receipt of such bid will be considered late and shall be considered Non-Responsive.

TERMS AND CONDITIONS

These terms and conditions shall be part of the Contract. HCS reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

Note: Throughout this document the terms Proposer, Contractor, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the words terms, quote, bid, proposal are used interchangeably and refer to the submission in response to any solicitation. Hamilton County Schools, will be referenced as "HCS".

1. **Quality and Guarantee** - All material on which bids are submitted shall be of the quality and grade specified. Each bid must be accompanied with complete descriptions, catalog cuts, or other illustrations of each item upon which a bid is made. The names of manufacturers and stock numbers shall be clearly indicated. Approximate delivery dates are to be given for each item. Any item bid which does not completely meet stated specifications must be listed as an alternate.
2. **Requirements for Submitting Bids** – Bids made on forms other than the Bid Form will not be considered. No modifications or alterations to the bid documents may be made either by interlineation, supplements or deletions. Documents submitted with modifications of any kind will be ruled non-responsive and the vendor possibly removed or suspended from the bid vendor listing for a period of up to two (2) years. The signature of the person submitting the bid shall be in longhand without erasure.
3. **Bid amendment**: If it becomes evident that an invitation must be amended, a formal written amendment will be issued to all known Bidders. If necessary, a new due date will be established.
4. **Bid delivery**: HCS requires that all bids be submitted and time/date-stamped by the date and before the time specified in the bid documents to be considered, regardless of method of delivery. The time clock in the Procurement Department shall be the official record of the time. HCS is not responsible for any technical difficulties of any vendor in the delivery of its bid. No late bids will be accepted, opened or returned.
5. **Bid forms**: Vendors must complete bid forms contained in the bid package. Failure to fully complete the bid forms may result in rejection of the bid.
 - a. All information shall be entered in ink or typed/computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.
6. **Bid preparation**: Prospective bidders are solely responsible for their own expenses in Bid preparation and subsequent negotiations with HCS, if any.

7. **Bid pricing**: Any bid, and its associated pricing, shall remain valid for at least ninety (90) days after the bid due date, unless otherwise indicated in the bid specifications. Unit price must be shown for all products or services. In case of error in extension, unit price will govern.
8. **Bid submission and transmission**: Bid must be submitted in a sealed envelope with the Bid Number/Name, the closing date and time, as well as your company name provided on the envelope. If your response envelope is enclosed in another envelope/package for delivery, the latter should also be clearly labeled with the same identifying information.
 - a. All bids are to be F.O.B. Hamilton County, TN. All responses to this invitation become the property of HCS. Bids/Bids submitted via e-mail or facsimile machine are unacceptable.
9. **Rights of Owner** - The Hamilton County Board of Education reserves the right to reject any or all bids or any part thereof, to waive technicalities and informalities, and to award a contract to other than the low bidder. The right is reserved to reduce or increase the quantity of any item; and to award contract by item number, or group of items. Price, quality, and suitability will be considered in awarding bids. Samples to be submitted by the bidder upon request.
10. **Negotiation** – Hamilton County Department of Education may select a successful Proposer on the basis of initial offers received without discussions. Therefore, each Bid shall contain the Proposer's best terms from a cost or price, experience and technical and service standpoint. Hamilton County Department of Education reserves the right to enter into negotiations with Proposers. If Hamilton County Department of Education and the selected Proposer cannot negotiate a successful agreement, Hamilton County Department of Education may terminate said negotiations and begin negotiations with the other Proposers. Hamilton County Department of Education retains the right to negotiate with multiple Proposers simultaneously. This process will continue until a Contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against Hamilton County Department of Education arising from such negotiations.
11. **Clarification of Bid Document** - Should a bidder find discrepancies in or omissions from the bid document or should he be in doubt as to its meaning, he shall at once request clarification of the Owner.
12. **Awarding of Contracts** - Award will be made to the most responsive, responsible bidder(s) meeting specifications, who presents the product of service that is in the best interest of HCS. HCS reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bids; and (4) to accept the bid that is considered lowest and best. Where RFP is utilized, the apparent best-evaluated Proposer(s) shall be prepared to enter into a contract with HCS which the proposer shall draft. Notwithstanding, HCS reserves the right to add terms and conditions, deemed to be in the best interest of HCS, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.
13. **Proposer Presentations / Interviews / Site Visits / Demonstrations**
Presentations, interviews, demonstrations, and/or site visits may be required as a part of the evaluation process. Providers will receive adequate notification to prepare. Information provided during these events shall be taken into consideration when evaluating the stated criteria. Vendors may be requested to submit a best and final offer after evaluations, discussions, oral presentations and site visits have been completed.
14. **Tax Exemption** - Hamilton County Board of Education is a tax exempt entity/organization and will only pay those taxes for which it is obligated. Hamilton County Board of Education can provide a Government Certificate of Exemption for purchases where the entity's tax exemption may apply. All bidders should include in their bids, all sales and use tax which they are obligated to pay when making purchases for material or subcontractor services. Sales and Use Tax shall be omitted when requesting pricing related to only equipment, supplies, product or equivalent purchases where the Certificate of Exemption would exempt Hamilton County Board of Education from paying such taxes.

15. **Meeting Specifications** - By my written signature on this bid, I (we) agree and certify that all items included in the bid meet or exceed any and all specifications covering such items. I (we) further agree, if awarded a contract, to deliver merchandise which meets or exceeds the specifications. Failure to comply with this section will result in removal of your firm from our list of bidders for at least six (6) months. This penalty does not preclude action to enforce specific performance.
16. **Declaration/Statement by Bidder** - The respondent hereby states that he, his company, or any of its employees, agents, officers or proposed sub-contractors have not violated or participated in a violation of, been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. § 1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961-1968), the Hobbs Act (18 U.S.C. §1961), the mail or wire fraud statutes (18 U.S.C. §1341,1343), the false statements statute (18 U.S.C. §1001), the Tennessee Anti-Trust Act (T.C.A. § 47-25-101) or similar state or federal law. Respondent further states that he, his company or any of its officers, agents, or employees have not been debarred by any governmental agency (Federal, state, or local).
 - a. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.
17. **Drug-Free Workplace Program**- Note: Required for construction services, encouraged for others. Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Other organizations are encouraged to ensure that their workplace is Drug-Free
18. **Title VI of the Civil Rights Act of 1964** - No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
19. **Title IX of the Education Amendments of 1972** - Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student-to-student harassment.
20. **Bid Acceptance**- Bidders shall hold their price and/or discount firm and subject to acceptance by HCS for a period of ninety (90) days from the date of the bid opening, unless otherwise indicated in their bid.
21. **Qualifications of Bidders**- A bidder may be required, before the award, to show to the complete satisfaction of HCS that it has the necessary facilities, ability, insurance, and financial resources to provide the service or goods specified.
22. **Restrictive or Ambiguous Specifications**- It is the responsibility of the prospective bidder to review the entire invitation to bid (ITB) or Invitation to Bid (Bid) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of bidding procedures must be received in the Procurement Department *not less than seventy-two hours* prior to the time set for bid opening. These requirements also apply to specifications that are perceived to be ambiguous.
23. **Samples**: Samples of articles, when required, shall be furnished free of cost of any sort to HCS and may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request *at bidder expense*.
24. **TN Department Of Revenue Requirements**: Any awarded Vendor must be registered with the Department of Revenue for the collection of Tennessee sales and use tax.

25. **No Contact Policy-** After the date and time established for receipt of bids by the HCS Procurement Department, any contact initiated by any bidder with any HCS representative, other than the Procurement Division representative listed herein, concerning this solicitation is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.
26. **Pricing:** Vendors are to quote a firm fixed price or discount for the term of the contract; inclusive of any renewals. Upon notice of request for renewal, or in the event of significant industry wide market changes, the Vendor may request a price increase. Proof of price increase must be supplied to the HCS Procurement Department. HCS reserves the right to accept or reject the requested price increase. If the price increase is rejected, the vendor may:
- Continue with existing prices;
 - Submit a revised request for price increase;
- Or
- not accept the renewal offer.
- a. If a price increase is approved by HCS, the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally.
27. **Quantities-** HCS does not guarantee any quantities of items to be purchased. We will buy these items on an as-needed basis.
28. **TN Cooperative Purchasing:** also known as piggybacking, HCDE 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 bids and/or bids. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Bidder agrees that HCDE shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option
29. **Acceptance:** all terms and conditions in this contract are deemed to be accepted by the vendor and incorporated in the bid, except the provision(s) which are expressly excluded by the specifications.
30. **Additional Information:** vendors are cautioned that any statement made by any individual or employee of HCS that materially changes any portion of the bid document, either before or after the issuance of the bid documents, shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
31. **Alteration or amendments:** no alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on HCS without the prior written approval of HCS.
32. **Assignment:** contractors shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of HCS.
33. **Brand names:** brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided they are clearly identified by manufacturer, part number, diagrams, brochures and other related material, *unless stated otherwise in the bid specifications*. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.
34. **Code Of Ethics:** all suppliers are expected to adhere to business ethics and professional behaviors as outlined in these documents.
35. **Compliance With All Laws:** companies submitting bids must agree to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to title vi of the federal civil rights act of 1964, the equal employment opportunity act and the regulations issued there under by the federal government, the Americans with disabilities act of 1990 and the regulations issued there under by the federal

government, in any manner affecting the provision of goods and/or services, and all instructions, prohibitive orders issued, and shall obtain all necessary permits.

36. **Declarative Statement:** any statement or word (e.g., must, shall, will) are declarative statements and the vendor must comply with the conditions. Failure to comply with any such statement may result in their bid being deemed non-responsive and disqualified.
37. **Default:** in case of default by the vendor, HCS may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to HCS. Prices paid by HCS shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the procurement director.
38. **Deliveries:** must be accompanied by delivery tickets or packing slips. These shall contain the following information for each item delivered: purchase order number; item number; name of article; quantity; and supplier.
39. **Delivery Of Goods And Services** - it is understood and agreed that this bid shall constitute an offer which, when accepted in writing by Hamilton County Schools, will constitute a valid and binding contract between the undersigned and the Hamilton County Department of Education. Failure to supply needed material and/or services will result in removal of your firm from our list of bidders for at least six (6) months.
40. **Delivery Requirements:** time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by HCS. *Note: time of delivery may be a consideration in the award.*
41. **Contract Approval:** The RFP and the provider selection processes do not obligate HCS and does not create rights, interests, or claims of entitlement in the apparent best-evaluated Proposer or any vendor. No services or goods may be rendered without issuance of a valid HCS Purchase Order.
42. **RFQ, RFP, and Proposal Incorporated into Final Contract:** Any Request for Qualifications and/or Request for Proposal and the provider's response to such, as amended between HCS and the successful provider, will be included as a part of the contract by reference. It should be understood that in the event of a discrepancy or ambiguity regarding the Proposer's duties, responsibilities and performance under this contract, these documents shall govern in the following order of precedence: Request For Qualifications and/or Request for Proposal and associated amendments, the Proposal/Bid Response and any amendments, technical specifications, clarifications and addenda made to the Proposal/Bid response, the Contract and its attachments.
43. **Drug-Free Workplace Program for Construction Services:** law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the bid or contract stating that the contractor is in compliance with the provisions of this act. Companies, other than construction services, are also encouraged to have and maintain drug-free workplace policies.
44. **Grant Funded Purchases:** for purchases that are grant funded, the grant agreement may contain/require special terms and conditions. If there is a conflict between the terms and conditions of the grant agreement and the general terms and conditions of the bid or bid, the grant agreement terms and conditions shall prevail.
45. **Indemnifications/Hold Harmless:** contractor shall indemnify, defend, save and hold harmless HCDE, the school board, administration, and their agents and employees from any and all suits, claims, actions or damages of any nature brought because of, arising out of, or related to the contractor's performance under the terms of this contract, including the work of any sub-contractor, and without regard to any allegations of fault.
46. **Invoices:** will be returned for correction unless they contain the following information: purchase order number; item numbers; description of item; quantity; unit price; extensions; and total.

47. **New equipment**: the vendor shall guarantee that the units submitted for this bid shall be new, and the latest and most improved model of current production, and shall be first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Demonstrators shall not be acceptable. *Note: when the bid is for services, this item does not apply.*
48. **Non-Collusion**: vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or federal law.
49. **Non-Conflict Statement**: vendors, by submitting a signed bid, agree that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Supplier warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of HCS as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the contractor in connections with any goods provided or work contemplated or performed relative to the agreement.
50. **Non-Discrimination Statement**: supplier must agree that no person on the grounds of age, color, disability, gender, genetic information, national origin, political affiliation, race, religion, sexual orientation, or veteran's status shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Supplier shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Suppliers covenants that it complies with the fair wage and hour laws, the national labor relations act, and other federal and state employment laws as applicable. Supplier covenants that it does not engage in any illegal employment practices.
51. **Payment Method**- HCS utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from HCS Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(s) and the contracted price for each item.
- a. The second method is the use of the HCS Credit Card (MASTERCARD). Orders placed with the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the HCS Credit Card (MASTERCARD) as a form of payment. Bidders are prohibited to charge HCS any type of merchant fee from their financial institution to accept this type of payment.
52. **Payment Terms**: HCS payment terms are Net 30 after receipt/inspection of merchandise and receipt of invoice unless otherwise stated in the contract documents.
53. **Public Access to Procurement Information**: Subject to the requirements of the TN Open Records Act, information relating to the award of a particular contract shall be open to the public only after evaluation of that bid or bid has been completed. All public records pertaining to procurement shall be open for inspection during normal business hours as scheduled in advance with the Procurement Department.
54. **Protest of Award**: Any vendor who has submitted a timely bid or bid in response to a solicitation may protest the recommendation of award for a contract by submitting such protest to HCS's Director of Procurement. Any protest must be submitted in writing and be in the possession of the Procurement Department before noon (ET) of the 2nd working day following the public recommendation of contract award.

FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS.

55. **Provision of Database at Contract End**: If applicable and if requested by HCS, upon expiration of the Contract resulting from this RFP, the Proposer shall provide the most up-to-date copy of the system's database, including all historical data, the data dictionary, file layouts, code tables, code value, data relationships, keys,

and indices, etc., in a format to be determined by the Contract Manager. In addition, the Proposer shall provide read-only licenses for HCS's use for a period of seven (7) years. If any data stored is in a proprietary format, Proposer shall provide a means for translating it to a standard in the public domain.

56. **Right to Audit:** During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of HCS to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid/charged under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for seven (7) years from the date of payment under this Contract for inspection by HCS or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.
57. **Safety Data Sheets:** After award, the successful bidder(s) will be required to provide HCS with a master set of Safety Data Sheets for any applicable products.
58. **Severability:** If any provisions of these Rules or any application thereof to any person or under any circumstance is held to be invalid, such invalidity shall not affect the provisions or applications of these rules which can be given effect without the invalid provision or application, and to this end the provisions of these Rules are declared to be severable.
59. **Termination for Cause:** In the event of any breach of contract by the successful service provider(s), HCS may serve written notice to the service provider of its default, setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then HCS shall have the right to terminate the contract upon thirty (30) days written notice and pursue all other remedies available to HCS, either at law or in equity.
60. **Termination for Convenience:** Contract may be terminated for convenience by either party by giving written notice to the other, at least sixty (60) days before the effective date of termination unless otherwise specified in the solicitation and/or contract documents. Said termination shall not be deemed a Breach of Contract.
61. **Termination Due To Non-Appropriation:** HCS shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of HCS's future fiscal years unless and until HCS appropriates funds for this Contract in HCS's Budget for each such future fiscal year.
62. **Terms and Conditions:** In the event of a conflict between the specifications and these terms and conditions, the specifications will govern.
63. **Warranties:** Vendor warrants to HCS that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Vendor extends to HCS all warranties allowed under the U.C.C. Vendor shall provide copies of warranties to the HCS. Return of merchandise not meeting warranties shall be at Vendors expense.
64. **Insurance Requirements:** The Vendor shall maintain the following minimum insurance requirements throughout the duration of the Agreement unless otherwise stated herein. HCS reserves the right to request additional documentation or additional policies be provided at its sole discretion and where deemed in its best interest. HCS in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities.

Vendor shall provide Worker's Compensation Insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances as required. All insurance must be occurrence based. Vendor shall add Hamilton County Department of Education as additional named insured by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement number (#) for each additional named insured. Complete copies of insurance policies must be provided, if requested. A failure to provide said documentation will be considered a contract breach and grounds for termination of contract or pending award

recommendation.

Insurance Required	
Coverage	Amount
Workers Compensation	Statutory Limits of Tennessee
Employers Liability	\$1,000,000 per occurrence
Commercial General Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Errors & Omissions (Professional Services)	\$1,000,000 each occurrence
Auto (Truck) Liability	\$1,000,000 each occurrence

65. **Waiving of Informalities:** HCS reserves the right to waive minor informalities or technicalities when it is in the best interest of HCS.
66. **Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.
67. **Governing Law/Jurisdiction:** **The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Hamilton County, Tennessee. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees. By submission of a proposal and acceptance of a Purchase Order or Contract, Vendor hereby agrees to adhere to Governing Law/Jurisdiction requirements as described herein.**

HCS DOES NOT DISCRIMINATE ON THE BASIS OF AGE, COLOR, DISABILITY, GENDER, GENETIC INFORMATION, NATIONAL ORIGIN, POLITICAL AFFILIATION, RACE, RELIGION, SEXUAL ORIENTATION, OR VETERAN'S STATUS IN THE EVALUATION AND AWARD OF BIDS.

SPECIAL CONDITIONS

1.0 CONTRACT PERIOD

- 1.1 The Vendor shall be responsible for furnishing and delivery to the HCS requesting Departments(s) the commodity or services described herein on an “as-needed basis” for one (1) two-year (2) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term not to exceed two (2) years. The increments of renewal shall be at the sole discretion of HCS as deemed in its best interest. Total contract period available shall be four (4) Years.
- 1.2 The Contract Period is expected to begin **April 18, 2024** or soon thereafter.
- 1.3 HCS reserves the right as part of Vendor negotiations under this solicitation to negotiate the Contract Period with the successful Proposer.

2.0 FUNDING NOTICE:

- 2.1 As a notice to all Vendors, this solicitation and its associated Agreement may be funded in whole or in part with Federal funds in addition to general funds of the agency. Where federal funding is utilized the federal provisions as provided within the Federal Notice & Provisions section of this Agreement shall apply. Notice of application of federal funding may be given by HCS authorized Project Manager/Ordering Contact and may be notated on applicable Purchase Order where known in advance. When funding is not clear it shall be the responsibility of the Vendor to clarify with the HCS authorized Project Manager.

3.0 PRICING & AWARD

- 3.1 Unit Prices shall be the Vendor contracted pricing. Project Total is utilized to represent a standard or existing project and isolate the low bidder for award purposes.
- 3.2 While HCS prefers to issue this contract to a single Vendor, we reserve the right to award the entire package or sections of the total package to multiple vendors or the entire package to a single vendor who may be deemed to have submitted the best overall bid package, in the best interest of HCS.
- 3.3 Invoice must be submitted on Service Provider Invoice (SPI) and shall represent the HCS responsible payment amount; 20%. It shall be the Vendor’s responsibility to invoice the remaining amount to the USAC. See link for more details: [https:// www.usac.org/e-rate/service-providers/step-5-invoicing/](https://www.usac.org/e-rate/service-providers/step-5-invoicing/)

3.0 MINIMUM SPECIFICATIONS

- 3.1 Products provided by the Vendor must meet the following minimum specifications and performance requirements. Vendor supplied products may exceed these specifications but must at minimum meet the below.
 - All equipment furnished shall be new and of the manufacturer’s current production design.
 - All UPS shall be lithium battery/No lead acid battery permitted.
 - All UPS shall be EATON 9 series single phase double conversion.
 - All EATON warranties shall apply.
 - All product models shall include network interface.
 - **Vendor must include emergency name and contact number in case of critical issue that may effect the infrastructure of our communications. If guidance is necessary.**
 - Vendor must be an authorized reseller of EATON.
 - **Vendor must have a valid Service Provider Identification Number (SPIN) assigned by USAC when a FCC Form 498 is filed.**
- At the sole discretion of HCS and where in its best interest, HCS may reject Vendor supplied product following review of specifications where such does not meet the minimum Scope of Services, Specifications, performance functionality, need or equivalent of HCS.

4.0 MASTER CONTRACT NOTICE

- 4.1 This is a "Master" contract, which is not for any specific project or need. Work to be performed under this contract will be authorized, scheduled, funded, and accounted for by the issuance of Purchase Order (PO), by the requesting department. The requesting department reserves the right to provide additional project/order clarification details with the issuance of and within or attached to each PO. Such items shall be minor in nature such as providing for service completion dates, delivery locations, delivery and working hours, number of units, contact information, etc...
- 4.2 Specific details regarding estimated quantities are included on the attached Bid/Proposal form. In order to receive the best price available for the specified items, estimated quantities have been provided. The District feels that these estimated quantities are reasonable based projections within the next twenty four (24) months. However, quantities are not guaranteed and may increase or decrease during the term of the contract. If an estimated quantity is not listed, the quantity may be insignificant and an individual unit price will be sufficient.
- 4.3 Volume/quantities are estimates only. No work is guaranteed.
- 4.4 HCS reserves the right to purchase contacted products or like products off contract where deemed in its best interest and at its sole discretion. No contract shall be deemed to provide exclusive access to HCS or create an exclusive partnership with HCS and Vendor. HCS will attempt to make every possible related purchase from the contracted Vendor.
- 4.5 Purchase Orders may be issued under this Agreement by Hamilton County Government on behalf of Hamilton County Schools. The Vendor agrees to extend all Agreement pricing, terms, conditions, reservations, and rights to Hamilton County Government for the purpose of Purchase Order issuance by Hamilton County Government for the benefit of Hamilton County Schools.

5.0 PRICING

- 5.1 HCS is aware of current economic challenges as it pertains to supply chain and pricing elements. As such and as a reminder to the Vendor community, the following pricing clause applies to this contract and includes a response to significant industry wide market changes.
- 5.2 **Pricing:** Vendors are to quote a firm fixed price or discount for the term of the contract; inclusive of any renewals. Upon notice of request for renewal, or in the event of significant industry wide market changes, the Vendor may request a price increase. Proof of price increase must be supplied to the HCS Procurement Department. HCS reserves the right to accept or reject the requested price increase. If the price increase is rejected, the vendor may:
- Continue with existing prices;
 - Submit a revised request for price increase;
- Or
- not accept the renewal offer.
- a. If a price increase is approved by HCS, the approval notification will be done in writing and the vendor will be notified of the new price schedule. This documentation will become part of the bid file. No approvals will be authorized verbally.
- b. All orders are to be quoted F.O.B. destination

6.0 MANUFACTURER / BRAND: The following manufacturer/brand specifications shall apply:

- 6.1 HCS reserves the right to select a specific brand of each specified item in order to standardize the equipment used during this contract period;
- 6.2 Alternate manufacturers will not be accepted for items where specified brands have been identified;
- 6.3 For products where brand is not specified, or brand has been specified but item is marked "or Equal", bid submission must include manufacturer's specifications sheet and product brochures for each item bid; and

SCOPE OF SERVICES

RFP 24-53, EATON UPS/PDU

1.0 SUMMARY OF SCOPE

1.1 Hamilton County Schools (HCS) seeks to contract with a qualified, experienced, and professional Vendor to provide for supply of EATON UPS/PDU "battery backup" on an as-needed basis for HCS schools and other facilities.

2.0 DETAILED SCOPE OF SERVICES

2.1 Hamilton County Schools (HCS) seeks to contract with a qualified, experienced, and professional Vendor to provide for supply of EATON UPS/PDU "battery backup" on an as-needed basis for HCS schools and other facilities. Installation services are not included and such will be provided by HCS staff.

2.2 SHIPPING

2.2.1 The services and products provided by the Vendor shall include, but not be limited to the following provisions:

2.2.2 Vendor shall guarantee delivery within twenty (30) calendar days of receipt of any order.

2.2.3 All materials must be shipped F.O.B Chattanooga, TN to the Hamilton County Schools IT facility designated at time of order placement and delivered inside for storage and/or distribution.

2.2.4 Any and all shipping, handling, freight, fuel or mileage charges must be incorporated into the unit pricing submitted and shall not be added as separate items added to invoices sent to Hamilton County Schools for payment.

2.2.5 There shall be no minimum order quantity imposed by the Vendor on HCS orders.

2.3 GUARANTEED DELIVERY

2.3.1 HCS may place multiple orders based on business needs and project timelines throughout the term of the contract. Vendor shall guarantee delivery within thirty (30) calendar days of receipt of any order after the initial order.

2.3.2 Where the Vendor cannot guarantee this delivery schedule, the Vendor must submit a written exception to this requirement and provide an alternate delivery schedule. Preference will be given to Vendors who commit to meeting the guaranteed delivery requirement. After the award of the contract, failure to meet the guaranteed delivery requirement on a repetitive basis may result in the cancellation of the submitted order and up to termination of the contract.

2.4 WARRANTY

2.4.1 *The manufacturer must provide information on advance replacement warranty. Also provide direction on warranty start period after installation.*

2.4.2 An instruction sheet on how Warranty Exchanges are handled must be included with the bid submission. All Warranty Exchanges shall be freight pre-paid by the Vendor. No freight or handling charges for Warranty Exchanges will be paid by HCS.

2.5 PAYMENT

2.5.1 HCS may place multiple orders throughout the contract period based on the pricing included in the accepted bid package(s). Only the specific amounts ordered, per order, should be invoiced by the vendor. Vendor may submit invoices for payment only on

items that have been received by HCS. Payment will be made upon receipt of the invoice for each individual order. Credits for damaged or missing materials must be issued within one (1) week of notice by HCS. HCS general payment terms are net thirty (30) days.

2.6 SUBSTITUTION AND TECHNOLOGY REFRESHMENT

- 2.6.1 If at any time during the life of this agreement, the original manufacturer of the equipment (includes software, hardware, and firmware) schedules the product for discontinuation, improvement and/or replacement, the Vendor shall provide a proposal to include the new or revised products on this agreement. Proposed prices for new or revised products shall be constructed for most favored prices and increases in pricing will only be permitted by written mutual agreement between HCS and Vendor. An HCS authorized project representative may authorize use of a comparable unit where the pricing is at the same or less than the contracted unity price(s).
- 2.6.2 Proposals shall be submitted to the Procurement Management department within seven (7) calendar days of the Vendor's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features/functionality, and successor or upgrade products.

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

Interested proposers shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the proposer's response and to ensure each proposal receives full consideration. It is requested that proposers use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links may not be reviewed for evaluation purposes.

Submittal package is requested to not exceed **20 pages** printed single-sided; **page restriction excludes required forms found herein and dividers**. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.

Proposers shall submit one (1) original hard copy (clearly marked as such), one (1) "copy", and one (1) electronic version on a USB flash drive containing the proposal submittal in an unlocked PDF format. HCS may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested, Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered HCS in evaluating the Proposal, and the "copy" and electronic version are provided for the agency's administrative convenience only.

Proposals will be evaluated by designated staff members of the Hamilton County Department of Education. Where deemed necessary at the discretion of HCS, outside consultants, experts, or community stakeholders may serve on the evaluation committee.

Select proposals meeting all requirements, and at the request or recommendation of the evaluation committee, may be asked to present an oral presentation in which key areas of the proposal will be discussed. At the presentation meeting, questions and clarifications, if any, will be addressed by the HCS and additional evaluation and/or numerical ranking will be conducted following such presentations. HCS reserves the right to enter into a Best and Final Offer approach amongst proposers deemed qualified by the HCS evaluation committee.

It is the responsibility of the proposer to submit a proposal that best meets the requirements outlined in this Request for Proposal. It is the intent HCS to award a contract for the service described herein as a result of this Request for Proposal. HCS reserves the right to reject any or all such proposals. HCS reserves the right to conduct negotiations with proposing Vendors where it is deemed in its best interest and at HCS's sole discretion.

COVER PAGE: Introduction

- Project RFP Number & Name
- Company's Name & Address
- Company's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

**Cover Page: Introduction does NOT count towards page restriction requested herein. **

TAB 1: Qualifications of Company

- Provide a description of your Company, your Company's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details

such as: abilities, capacity, skill, strengths, number of years, location of office(s), as well as MBE, WBE, DBE, VBE or similar status, and recent, current, and/or projected workload, etc...

TAB 2: Company Relevant Experience & Reference

- Provide details of a maximum of three (3) projects/clients similar in scope and size to that being requested through this solicitation that your Company has completed/serviced recently or currently services. School or Educational references are preferred. Details for each project/client example provided should include:
 - Project Name
 - Project Address
 - Customer Name
 - Customer Contact Information
 - Point of contact Name, Phone, and Email
 - Brief description of work/services provided.
 - Initial costs of work/Contract Award Amount
 - Final costs of work/Final Contract Award Amount
 - Number of change orders
 - Total completion time (From Notice to Proceed to Final Invoice payment) / Term of Contract Held
- Provide a statement of understanding that your Company recognizes that HCS reserves the right to evaluate the proposing Company on their past performance and prior dealings with HCS (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

TAB 3: Plan of Approach

- Provide a detailed Plan of Approach that explains how your Company intends to comply with and meet the anticipated deliverables and/or requested Scope of Services as detailed within this solicitation.
- HCS intends to request goods or services received under this contract by way of Purchase Order and all such terms and conditions of this solicitation and those incorporated by negotiation (if any) shall be deemed to be incorporated into such Purchase Order.
 - Where Vendor requests that a supplemental agreement be completed, Vendor shall provide a sample copy of such as part of Vendor submission for HCS review. HCS reserves the right to accept, revise, or reject the use of Vendor supplied supplemental contract documents at its discretion and where deemed in its best interest. All Vendor supplied contract documents are subject to HCS full review.

**Sample agreement does not count towards page restriction requested herein. **

TAB 4: Personnel

- Provide a detailed description of the Company's **specific** project/contract management team, inclusive of sub-Consultants anticipated to be utilized, that will be assigned to the HCS contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate the individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Provide a statement acknowledging your Company's understanding that the project/contract management team/key team members assigned to the HCS contract, as described above, shall not be substituted without the expressed permission of HCS.
- Provide resumes, licensure, and certifications of proposed **specific** project/contract management team, inclusive of sub-Consultants anticipated to be utilized, to be assigned to the HCS contract.

**Resumes, Licensure, and Certifications are not included within page restrictions. **

Companies are encouraged to submit valid copies of Licenses, MBE, WBE, DBE, VBE or similar certifications for adequate committee consideration.

TAB 5: Price Scoring:

- Vendor shall provide, on the Bid/Proposal form provided herein.
- Pricing shall be inclusive of all incidentals necessary to provide for the services as defined herein.
- Pricing provided as part of the submission shall be utilized for evaluation purposes and may be utilized for award purposes. HCS does however reserve the right to negotiate pricing with the Vendor(s) as a condition of award.

TAB 6: Required Forms

- Forms 1- 11

SCORING CRITERIA & WEIGHT

CRITERIA / TAB	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF COMPANY	30
2	COMPANY RELEVANT EXPERIENCE & REFERENCE	20
3	PLAN OF APPROACH	10
5	PRICE SCORING	40
TOTAL POINTS		100
Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by the evaluation committee when scoring Proposers.		

HAMILTON COUNTY DEPARTMENT OF EDUCATION
Chattanooga, Tennessee 37421
SOLICITATION RESPONSE & BID/PROPOSAL FORM

RFP 24-53, EATON UPS/PDU

1. Vendor Name _____
2. Vendor Address _____
3. City _____ State _____ Zip _____
4. Telephone Number _____ Fax Number _____
5. Contact Person _____
6. Contact Person's email address _____
7. By submission of this bid/proposal, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Vendor is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
8. Authorizing Signature _____
(Sign)
9. Authorizing Print Name & Title: _____
10. Vendor's Hamilton County Business License Number _____
(If Applicable) Attach A Copy Of The License.
11. I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____
12. Do you accept the Terms and Conditions of the solicitation/contract? Yes _____ No _____
13. May other Government Agencies in Tennessee purchase these products/services at the same prices as this bid/proposal? Yes _____ No _____
14. Will you accept E-commerce payments? Yes _____ No _____
15. Pricing: Complete following page Bid/Proposal Form

REMINDER:

All questions pertaining to this solicitation must be submitted electronically to doe_purchasing@hcde.org no later than **8 calendar days** prior to the Opening/Due date designated herein. Failure to submit a question in the timeframe indicated above may result in the question going unanswered at the discretion of HCS.

An extension to the opening date does not guarantee an extension to the question deadline period. Such will be communicated in associated addendum posting.

It is the sole responsibility of the Vendor to ensure they receive/obtain all solicitation related documentation.



BID/PROPOSAL FORM

COMPANY NAME: _____

SOLICITATION: _____ **RFP 24-53, EATON UPS/PDU**

Having carefully examined the Solicitation/Contract Documents, Contractor/Vendor proposes to furnish the Scope of Services as described herein and within all applicable proposal submission documents for the fee(s) as presented below.

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Solicitation/Contract Documents. All Unit Prices shall be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices shall prevail and the corrected extension(s) and total(s) will be considered the price.

HCS requests bids/proposals be submitted on bid/proposal forms provided by the HCS for this solicitation. Fee(s) submitted on other forms, other than those provided by the HCS, may be deemed Non-Responsive upon review by and at the sole discretion of the HCS Purchasing Office.

EATON UPS/PDU

Item	Description	Part Number	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1	9PX lithium-ion UPS, 2U, 3000 VA, 2400W Network card	9PX3000RTN-L	EA	10	\$	\$
2	9PX lithium-ion UPS, 2U, 2000 VA, 1800W Network card	9PX2000RTN-L	EA	30	\$	\$
3	9PX lithium-ion extended battery module (EBM), 1U	9PXEBM72RT-L	EA	50	\$	\$
4	9PX lithium-ion UPS, 2U, 1500VA, 1350W Network Card	9PX1500RTN-L	EA	10	\$	\$
5	Visual Power Manager (VPM) essential -50 RMA Subscription	VPM-ESS-50	EA	1	\$	\$
6	Visual Power Manager (VPM) - 50 RMA Annual Support	VPM-Support-50	EA	1	\$	\$
7	Remote Start Services-EATON will install configure, and provide training	SW-INSTALL-RS	EA	1	\$	\$
8	Tripp Lite PDU Single-Phase Basic Horizontal 120V	PDU1220	EA	30	\$	\$
9	Tripp Lite PDU Basic 120V 15A 13 Outlet	PDU1215	EA	10	\$	\$
10	MDU PDU MV30 120V Vertical 24 Outlet	MV30	EA	20	\$	\$

BID SUMMARY

PROJECT TOTAL \$

***Quantities are not guaranteed. Final payment will be based on actual quantities.*

PROJECT TOTAL:

(Use Words to Write Total)

CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid/bid and the following items:

- 1. the laws of the State of Tennessee and Hamilton County;
- 2. Title VI of the Civil Rights Act of 1964;
- 3. Title IX of the Education Amendments of 1972
- 4. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County Department of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

Signed _____ Dated _____

Print Name _____ Email _____

Company _____ Telephone No. _____

Address _____ Fax No. _____

City _____ State _____ Zip _____

AUTHORIZATION TO BIND

By signing this proposal, I certify and acknowledge that the information contained in this document is true and correct, containing **NO** misrepresentations. The information is **NOT** tainted by any collusion. I certify and acknowledge that I have reviewed and approved the release of this proposal/bid for HCS's consideration. Further, I am authorized to bind my company to the responses and pricing in these proposal/bid documents, and any subsequent negotiations, as well as execute the actual Contract documents, if selected.

Authorized Signature (Officer of the Company)

Name of Authorized Signer (Printed or Typed)

Title of Authorized Signer

Firm Name

Taxpayer Identification Number

Firm Address, City and Zip Code

Telephone Number

Fax Number

Email Address

Date

**Drug-Free Workplace Requirements & Affidavit
TENNESSEE CODE ANNOTATED, § 50-9-113**

- (1) Each Contractor or Subcontractor with no less than five (5) employees receiving pay shall submit an affidavit stating that such employer has a drug-free workplace program in effect at the time of submission of bids. Said program shall comply with Title 50, Chapter 9, TCA.
- (2) If it is determined that an employer subject to the provisions of this section has entered into a contract for this Project and does not have a drug-free workplace pursuant to the referenced requirements, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance.
- (3) The written affidavit shall be submitted with the Construction Contractor's Bid Form, and the Bid shall not be considered complete if said affidavit is not included, and the Bid shall be rejected as Non-Responsive. For all other product or service contracts submission of the affidavit is encouraged only.
- (4) For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development.

(To be submitted with bid by construction contractor with 5 or more employees and encouraged for all others)

AFFIDAVIT

I _____, president or other principal

Officer of _____, swear or affirm that the
(Name of Company)

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with the Tennessee Code Annotated, § 50-9-113.

President of Principal Officer

For: _____

STATE OF TENNESSEE}
COUNTY OF _____}

Subscribed and sworn before me by _____, President or
principal officer of _____,

On this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

Instructions for Non-Collusion Affidavit

- (1) This non-collusion affidavit is material to any contract awarded pursuant to this bid.
- (2) This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- (3) Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
- (4) In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- (5) The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

**Non-Collusion Affidavit
(Attachment A)**

State of _____

County of _____

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____, its affiliates, subsidiaries, officers, directors and
(Name of my Firm)
employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
(Name of my Firm)

above representation are material and important and will be relied on by Hamilton County Department of Education in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Hamilton County Department of Education of the true facts relating to submission of bids for this contract.

(Signature and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF

_____, 20 _____

NOTARY PUBLIC:

My Commission Expires: _____

**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or bid regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Company Name

Signature of Authorized Official

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or personally known, this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**Hamilton County Board of Education
Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

The prospective participant / vendor certifies, by submission of this bid, 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.

Where the prospective participant / vendor is unable to certify to any of the statements in this Certification, such prospective participant / vendor shall attach an explanation to this bid.

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

Signature

Certification of Compliance with Tennessee Public Chapter # 587

The General Assembly of the State of Tennessee requires any person, corporation or other entity who enters into or renews a contract with a local board of education comply with Tennessee Public Chapter #587 (TPC587).

TPC587 requires persons, employees of the person or corporation that have direct contact with school children or access to school grounds when children are present to have supplied to the corporation a fingerprint sample and have conducted a criminal history records check by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds. (The Public Chapter 1080, (D) was amended to: “A person whose contract is for the performance of a service at a school-sponsored activity, assembly or even at which school officials or employees are present when the service is performed and where the activity, assembly, or event is conducted under the supervision of school officials or employees.”

TPC587 provides guidance for employees who have been convicted of an offense that is classified as a sexual offense or a violent sexual offense.

I have read the attached TENNESSEE PUBLIC CHAPTER # 587 and certify compliance with the regulations.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date



FUNDING NOTICE & PROVISIONS

NOTICE: the services being requested and the associated Agreement are funded in whole or in part with Federal funds in addition to general funds of the agency. As such, the applicable federal provisions of Appendix II, supported and enforced by the 2 CFR Part 200.327, and provided within this Funding Notice & Provisions section shall apply to the Agreement and where/as applicable to the Work performed.

Consultant/Contractor/Vendor agrees, through signature and certification provided below, to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated herein and further agrees to incorporate all such clauses, provisions, and regulations into any sub-contracted agreements or equivalent business relationships the Consultant/Contractor/Vendor creates to support the Consultant/Contractor/Vendor’s servicing to HCS.

When the funding source or the applicability of any provision provided herein is not clear, it shall be the sole responsibility of the Consultant/Contractor/Vendor to clarify any such items with the HCS authorized Project Manager or Sponsoring Department prior to omitting or not performing any action or requirement.

Name & Address of Consultant/Contractor/Vendor

Name & Title of Submitting Authorized Official

Signature of Authorized Official Date

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, 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:

- (1) 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 a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards and that all sub recipients shall certify and disclose accordingly to undersigned.

Name & Address of Consultant/Contractor/Vendor

Name & Title of Submitting Authorized Official

Signature of Authorized Official

Date

Complete as applicable only.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/> Congressional District, if known: <input type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: <input type="text"/> <input type="text"/> <input type="text"/>		
6. * Federal Department/Agency: <input type="text"/>	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: <input type="text"/> *Name: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/>		
Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the Consultant/Contractor/Vendor and submitted with HCS Procurements where applicable. Further, Consultant/Contractor/Vendor are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, upon request by HCS personnel. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

HCS will not intentionally award HCS contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act (“INA”).

HCS may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by HCS.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at any time upon request by HCS.

Name & Address of Consultant/Contractor/Vendor

Name & Title of Submitting Authorized Official

Signature of Authorized Official

Date

FUNDING PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY:

1.1. During the performance of this contract, the contractor agrees as follows:

- A. The Consultant/Contractor/Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant/Contractor/Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant/Contractor/Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Consultant/Contractor/Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor/Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Consultant/Contractor/Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant/Contractor/Vendor's legal duty to furnish information.
- D. The Consultant/Contractor/Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant/Contractor/Vendor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Consultant/Contractor/Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Consultant/Contractor/Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Consultant/Contractor/Vendor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant/Contractor/Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Consultant/Contractor/Vendor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Consultant/Contractor/Vendor. The Consultant/Contractor/Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant/Contractor/Vendor becomes involved in, or is threatened with, litigation with a sub-Consultant/Contractor/Vendor as a result of such direction, the Consultant/Contractor/Vendor may request the United States to enter into such litigation to protect the interests of the United States.

2. MAINTENANCE OF RECORDS:

- 2.1. The Consultant/Contractor/Vendor will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the Consultant/Contractor/Vendor for a minimum of seven (7) years from the date of termination of this agreement, or for such period is required by law.

- 2.2. Consultant/Contractor/Vendor shall provide, when requested, access by HCS, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant/Contractor/Vendor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 2.3. Consultant/Contractor/Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 2.4. Consultant/Contractor/Vendor agrees to provide the Grant Agency Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
 - 2.5. Consultant/Contractor/Vendor shall retain all records associated with this Agreement for a period of no less than five (5) years after final payments and all other pending matters are closed.
 - 2.6. HCS and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as HCS deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the Consultant/Contractor/Vendor and at the expense of HCS.
3. **DHS SEAL, LOGO, AND FLAGS**
 - 3.1. The Consultant/Contractor/Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Grant Agency pre-approval.
4. **LOCAL VENDOR PREFERENCE EXCLUSION**
 - 4.1. Local Vendor Preference is not applicable to this Agreement and subsequent contract and/or purchase order(s).
5. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS**
 - 5.1. This is an acknowledgment that Grant Agency financial assistance will be used only to fund the services requested. The Consultant/Contractor/Vendor will comply with all applicable federal law, regulations, executive orders, Grant Agency policies, procedures, and directives.
6. **NO OBLIGATION BY THE FEDERAL GOVERNMENT**
 - 6.1. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant/Contractor/Vendor, or any other party pertaining to any matter resulting from the Agreement.
7. **FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS**
 - 7.1. The Consultant/Contractor/Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant/Contractor/Vendors actions pertaining to this Agreement.
8. **SUBCONTRACTS**
 - 8.1. The selected firm must require compliance with all federal requirements of all sub-Consultant/Contractor/Vendors performing work for Prime Consultant/Contractor/Vendor under this Agreement, by including these federal requirements in all contracts with sub-Consultant/Contractor/Vendors.
9. **CONFLICT OF INTEREST:**
 - 9.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from Consultant/Contractor/Vendors or parties to subcontracts.
10. **EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):**
 - 10.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the united States; it is not a substitute for any other employment eligibility verification requirements.
 - 10.2. Sub-Consultant/Contractor/Vendor requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-Consultant/Contractor/Vendors.

- 10.3. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.
- 10.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

11. ENERGY POLICY AND CONSERVATION ACT

- 11.1. Consultant/Contractor/Vendor must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

- 12.1. Place qualified small and minority businesses and women's business enterprises on solicitation lists.
- 12.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 12.3. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 12.4. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- 12.5. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- 12.6. Requiring the prime Consultant/Contractor/Vendor, if subcontracts are to be let, to take the five previous affirmative steps.

13. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

- 13.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its Grant Agency award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that Consultant/Contractor/Vendor should review.
- 13.2. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)

- 14.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending Grant Agency Award Funds for Covered Telecommunications Equipment or Services- Interim Policy for additional information.

15. TERMINATION FOR CAUSE AND/OR CONVENIENCE:

- 15.1. HCS, by written notice to the Consultant/Contractor/Vendor, may terminate this Agreement with or without cause (for convenience), in whole or in part, when HCS determines in its sole discretion that it is in HCS's best interest to do so. In the event of termination the Consultant/Contractor/Vendor will not incur any new obligations for the terminated portion of the Agreement after the Consultant/Contractor/Vendor has received notification of termination.
- 15.2. If the Agreement is terminated before performance is completed, the Consultant/Contractor/Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of HCS and shall be turned over promptly by the Consultant/Contractor/Vendor.

16. SUSPENSION AND DEBARMENT

- 16.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant/Contractor/Vendor is required to verify that none of the Consultant/Contractor/Vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 16.2. The Consultant/Contractor/Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 16.3. This certification is a material representation of fact relied upon by the awarded Consultant/Contractor/Vendor. If it is later determined that the Consultant/Contractor/Vendor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to HCS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 16.4. The Consultant/Contractor/Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

17. RECOVERED MATERIALS

- 17.1. In the performance of this contract, the Consultant/Contractor/Vendor shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- 17.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>

18. REMEDIES

- 18.1. In the event the Consultant/Contractor/Vendor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, HCS may, upon fifteen (15) calendar days written notice to the Consultant/Contractor/Vendor and upon the Consultant/Contractor/Vendor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
- 18.1.1. Withhold or suspend payment of all or any part of a request for payment.
- 18.1.2. Require that the Consultant/Contractor/Vendor refund to HCS any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- 18.1.3. Exercise any corrective or remedial actions, to include but not be limited to:
- 18.1.4. Requesting additional information from the Consultant/Contractor/Vendor to determine the reasons for or the extent of non-compliance or lack of performance;
- 18.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- 18.1.6. Advising the Consultant/Contractor/Vendor to suspend, discontinue or refrain from incurring costs for any activities in question; or
- 18.1.7. Requiring the Consultant/Contractor/Vendor to reimburse HCS for the amount of costs incurred for any items determined to be ineligible.

19. OTHER REMEDIES AND RIGHTS:

- 19.1. Pursuing any of the above remedies will not keep HCS from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If HCS waives any right or remedy in this Agreement or fails to insist on strict performance by the Consultant/Contractor/Vendor, it will not affect, extend or waive any other right or remedy of HCS, or affect the later exercise of the same right or remedy by HCS for any other default by the Consultant/Contractor/Vendor.
- 19.2. Unless otherwise provided by the Contract, all claims, counter-claims, disputes and other matters in question between HCS and the Consultant/Contractor/Vendor arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Tennessee law. If such dispute is in state court, venue shall be in the courts of Hamilton County.

- 20. CONTRACT WORK HOURS & SAFETY STANDARDS:** For Agreements exceeding \$100,000 with use of mechanics or laborers.
- 20.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - 20.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - 20.3. Withholding for unpaid wages and liquidated damages. The State of Tennessee Division of Emergency Management or equivalent office shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - 20.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- 21. CLEAN AIR ACT:** For Agreements exceeding \$150,000.
- 21.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - 21.2. The contractor agrees to report each violation to the Grant Agency and the Regional Office of the Environmental Protection Agency and understands and agrees that the Grant Agency and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to HCS, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - 21.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Grant Agency.
- 22. FEDERAL WATER POLLUTION CONTROL ACT**
- 22.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - 22.2. The contractor agrees to report each violation to the Grant Agency and the Regional Office of the Environmental Protection Agency and understands and agrees that the Grant Agency and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to HCS, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - 22.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Grant Agency.
- 23. BYRD ANTI-LOBBYING AMENDMENT:**
- 23.1. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Consultant/Contractor/Vendors who apply or bid for an award of \$100,000 or more shall file the required certification.
- 24. CONTRACT CHANGES OR MODIFICATIONS**

24.1. No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on HCS without the prior written approval of HCS.

25. RIGHTS TO INVENTIONS MADE UNDER AN AGREEMENT

25.1. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and HCS enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Agreement must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations.

26. CIVIL RIGHTS ASSURANCE STATEMENT

26.1. The vendor hereby agrees that it will comply with:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
5. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
6. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
7. Where USDA applies: All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
8. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
9. Where USDA applies: Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
10. Where USDA applies: The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

27. Where USDA applies:

(1) This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

(2) Food service staff will be funded by School Nutrition funds, a non-federal entity subject to the provisions in 2 CFR 200. Therefore, the fees for food service positions cannot be quoted using cost plus a percentage of cost, per 2 CFR 200.324(d). The proposer must provide pricing for food service staff using a cost plus fixed-fee method. Other position types may be quoted using either pricing method.

Sealed Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Submission/Proposal".

BID/PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	24-53
SOLICITATION TITLE:	EATON UPS/PDU
OPENING/DUE DATE:	March 20, 2024
TIME DUE:	Prior to: 1:30 PM
SUBMITTED BY:	_____
	(Name of Company)
<small>e-mail address</small>	<small>Telephone</small>
DELIVER TO:	Hamilton County Board of Education Attn: Purchasing Department 3074 Hickory Valley Road Chattanooga, TN 37421

*Notices:

- The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the HCS solicitation for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label or other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.
- Submissions received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of HCS.
- Some submissions may require the Vendor to provide the company name, Tennessee Contractor’s license number, expiration date, license classification and company address on the outside of the sealed bid envelope in accordance with TCA 62-6-119. Where this is requested within the project documents the Vendor is solely responsible for compliance with this request.

PLEASE PRINT CLEARLY