REQUEST FOR PROPOSAL
FOR
STUDIO SET DESIGN

Request for Proposal #FY150014

August 25, 2014

The Germantown Board of Education is requesting proposals from qualified proposers to construct two (2) broadcast television studio sets with LED and/or fluorescent production lighting and a mechanical lighting grid at Houston High School, 9755 Wolf River Boulevard, Germantown, Tennessee 38139. General Conditions, Scope of Services, and Specifications requested are detailed on the following pages.

Proposals are due no later the 2:00 P.M., Central Time, Friday, September 12, 2014, in Purchasing Shared Services, Bartlett City Schools Administration Offices, 5650 Woodlawn, Bartlett, Tennessee 38134. All proposals must be time stamped in Purchasing Shared Services, Bartlett City Schools Administration Offices, 5650 Woodlawn, Bartlett, Tennessee, 38134, prior to 2:00 P.M., Central Time, Friday, September 12, 2014. Proposals received after the specified date and time will be considered late and will not be opened.

There will be a pre-bid conference beginning at 9:00 A.M, Central Time, Wednesday, September 3, 2014, at Houston High School, 9755 Wolf River Boulevard, Germantown, Tennessee 38139. All interested parties will meet in the main office at the school. For more information concerning this pre-bid conference, please contact Josh Cathey, 901.752.7900.

The Germantown Board of Education reserves the right to reject any or all Request for Proposals, waive defects or informalities in Request for Proposals and to make awards as deemed to be in its best interest. If awarded, awards will be made to the lowest and or best proposer.

In compliance with this Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this RFP be accepted, to furnish any or all of the items upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to indemnify, protect, defend and hold harmless the Germantown Board of Education, its Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against the Germantown Board of Education, agents and employees arising out of the use of any product or article that is provided pursuant to the RFP. Proposer further agrees to indemnify, protect, defend and hold harmless the Germantown Board of Education, its Board Members, agents and employees from all judgments, claims, demands for payment, or suits or actions of every nature and description brought against the aforementioned alleging injuries and damages sustained by any person arising out of or in the course of the proposer performing or failing to perform the service and/or providing or failing to provide the goods related to this Request for Proposal.

Proposer also certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide his/her/its employees any segregated facilities at any of his/her/its establishments.

The School Districts offer educational and employment opportunities without regard to race, age, color, national origin, religion, sex, disability or genetic information.

__________________________________________________________________________
Company Name

__________________________________________________________________________
Address

__________________________________________________________________________
City State Zip Phone Fax E-mail Address

Names and signatures below certify that you understand and agree to all information in this Request for Proposal.

__________________________________________________________________________
Authorized Representative (Print)

__________________________________________________________________________
Signature Date
GENERAL CONDITIONS:

1. Proposals are due in Purchasing Shared Services, Bartlett City Schools Administration Offices, 5650 Woodlawn, Bartlett, Tennessee 38134, no later than 2:00 P.M., Central Time, Friday, September 12, 2014.

2. Proposals should provide a straightforward and concise presentation, adequate to satisfy the requirements of the Request for Proposal (RFP). Emphasis should be on completeness, clarity of contents and responsiveness to the RFP. Proposals should be structured to respond to the RFP specifications. Format of Request for Proposal response should be as follows:
   a. Executive summary, company organization, and primary contact for this project
   b. Company background and qualifications (include experience in television studio set designs)
   c. All proposers must submit with their proposal a portfolio of photos of previous work
   d. Minimum of five (5) client references of successfully completed projects on this nature in a high school setting. References to include firm name, address, contact name and email address, and telephone number.
   e. Project Plan with list of supplies, equipment (with specifications), and timing schedule
   f. If proposal includes women and/or minority firm’s participation, please include percentage of annual fee encumbered for partnership arrangement.
   g. Other information as specified or included for consideration
   h. Completed and Signed Request for Proposal Cover Sheet
   i. Completed and Signed Certificate of Non-Discrimination Form
   j. Completed and Signed Request for Proposal Agreement
   k. Completed, Signed, and Notarized Hold Harmless Agreement
   l. Completed Pricing Sheet
   m. Exceptions

3. Proposer to submit four (4) complete hardcopy sets (original and three (3) copies) and three (3) soft copies of CD and/or USB Memory Key. Responses shall be delivered in a sealed envelope and/or carton clearly marked, “RFP #FY150014-Studio Set Design”. Time, date and name of RFP must be clearly marked on face of sealed envelope and/or carton as well as appropriate Contractor’s License information, refer to Paragraph 21. All price quotations and related materials must be received in a sealed envelope.

4. Estimated project timing:
   - RFP Mailed August 25, 2014
   - Pre-Bid Conference September 3, 2014
   - RFP Questions (no later than 4:00 P.M.) September 8, 2014
   - RFP Due September 12, 2014
   - Presentations (if required) September 16, 2014
   - Project Award September 19, 2014
   - Implementation Immediately
   - Project Completion No later than October 31, 2014

5. Proposals will be evaluated and if awarded using the following criteria:
   - Experience
   - Personnel Qualifications
   - Understanding of Scope and Intent
   - Project Methodology
   - Completeness of RFP
   - Timing Schedule
   - Cost
GENERAL CONDITIONS: cont’d.

6. The Germantown Board of Education reserves the right to require a Performance, Materials and Labor Bond from the successful proposer. In such an event the document cost for the Performance, Materials and Labor Bond will be reimbursed to the successful proposer. If a notarized Performance, Materials and Labor Bond is required by the Owner the notarized Performance, Materials and Labor Bond must be from an insurance company licensed in the State of Tennessee for 100% of the contract amount awarded. If required the notarized Performance, Materials and Labor Bond must be provided to:

   Mr. Joseph Anderson
   Purchasing Shared Services
   5650 Woodlawn
   Bartlett, Tennessee 38134

State your cost per $1,000.00 for Performance, Materials and Labor Bond, if required $_______

7. By agreeing to provide goods or services to any school within the School District, you are attesting that you are aware of your obligations under T.C.A. 49-5-413(d) to ensure that all of your employees who have direct contact with students of the School District or to children in the School District’s child care program or who have access to the grounds of any School District when children are present have done the following:

   (1) Supplied a fingerprint sample and submitted to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to having any contact with the School District’s children or entering the grounds of the School District;

   (2) Successfully passed the aforementioned criminal history records check. If the criminal history records check indicates that the employee has been convicted of an offense that, if committed on or after July 1, 2007, is classified as a sexual offense in the T.C.A. 40-39-202(17) or a violent sexual offender in the T.C.A. 40-39-202(25) the employee may not enter the grounds of the School District or have direct contact with students of the School District or to children in the School District’s child care program.

   The proposer also agrees that if one of your employees commits a sexual offense as defined in 40-39-202 or violent sexual offense as defined in 40-39-202 after you have conducted your initial criminal history check on such employee, said employee will notify you of the offense and you will subsequently not permit that employee to have contact with students of the School District or to children in a School District’s child care program or to enter the grounds of the School Districts.

   You also agree and understand that your failure to satisfy all of the requirements of T.C.A. 40-39-202(17) will be deemed to be a material breach of this contract which could subject you to breach of contract damages.

8. The successful vendor must carry insurance as specified and must be submitted within five (5) business days from date of request.

   1. Worker’s compensation coverage in accordance with the statutory requirement and limits of the State of Tennessee
   2. Comprehensive General Liability Insurance for bodily injury (including death) and Property Damage Insurance of $1,000,000.00 per occurrence from a company licensed to write insurance policies in the State of Tennessee
   3. Comprehensive automobile liability insurance covering owned, hired and non-owned vehicles with a minimum of Bodily and Property damage of $1,000,000.00 each accident, combined single limit from a company licensed to write insurance policies in the State of Tennessee
   4. Excess or umbrella insurance of $1,000,000.00 per occurrence from a company licensed to write insurance policies in the State of Tennessee
GENERAL CONDITIONS: cont’d.

Purchasing Shared Services shall be supplied satisfactory proof of coverage of the above required insurance. In addition, Germantown Municipal School District shall be conspicuously named on the Certificate of Insurance as an additional insured on Auto, GL, and Excess Policies.

9. The successful proposer agrees that they will function as an independent contractor and agrees to indemnify and hold harmless the Germantown Board of Education, its Board Members, employees, and agents for any and all claims that may arise out of its duties contracted for pursuant to this bid.

10. Successful proposer will be required to sign a contract with the Germantown Board of Education for said services based on RFP specifications and their proposal response, as well as any written and/or electronic communications received from proposer in evaluation process. In addition, include copy of any contract your firm may require with proposal. Negotiations may be undertaken with the proposer whose understanding, qualifications, experience, technical approach, and cost show them to be best qualified, responsible and capable of performing the work and addressing the needs of the district.

11. The Germantown Board of Education reserves the right to request any additional information deemed necessary in the evaluation of this RFP. Requested information shall be submitted to Purchasing Shared Services within five (5) business days from date of request.

12. Companies submitting RFPs must, if deemed necessary, be willing to meet with the Germantown Board of Education at the proposer’s expense, to discuss their proposal. The School District shall not bear any costs or obligation with regard to the preparation of the proposal.

13. If a proposer is selected for the short list, an audited financial statement for the most recent quarter may be required and available seven (7) business days of request, unless the respondent is a publicly trade company.

14. If at any time the Germantown Board of Education is dissatisfied with the quality of service provided, a written notice of the specific problem(s) will be furnished to the proposer by certified letter. If the problem(s) is not corrected to the satisfaction of the Germantown Board of Education within thirty (30) business days of this written notice, this entire contract may be unilaterally terminated by the Germantown Board of Education with no further obligation on their part. Contract may also be terminated if three (3) or more such occurrences occur within any twelve (12) month period.

15. Proposal prices are to be firm. No proposal may be withdrawn for a period of ninety (90) days from the date of the proposal opening without the consent of the Germantown Board of Education. If this cannot be complied with, please note on the proposal form.

16. State whether your firm is certified by State of Tennessee as a drug-free workplace.

17. Any exceptions to the general conditions and specifications must be clearly stated in the RFP response.

18. Costs not delineated in the RFP response will not be negotiated in the contract.

19. Proposer’s recommendations must be compliant with local, state and federal laws and regulations. The successful proposer shall perform its obligations, including applicable licensing requirements, furnishing any and/or all permits with local and/or state code enforcement agencies, according to sound engineering, management and safety practices, and in compliance with any and all responsible rules of the Schools District relative to the premises.

20. Successful proposer will be responsible for supplying warranty and user documents as well as NFPA Flammability Reports on any cloth materials used on any and/all items to Mr. Robert Manuel, Germantown Municipal TV Studio, 9755 Wolf River Boulevard, Germantown, Tennessee 38139.
21. The Contractors Licensing Act of 1994 of the General Assembly of the State of Tennessee and Amendments thereto, Tennessee Code Annotated (T.C.A.), Title 62, Chapter 6, Section 62-6-119 requires that all contractors must be licensed contractors in the State of Tennessee. Companies responding to this invitation to bid shall provide, in accordance to T.C.A., Title 62, Chapter 6, Section 62-6-119, Paragraph (b), “…name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the masonry contract where the total cost of the masonry portion of the construction project exceeds one hundred thousand dollars ($100,000), materials and labor, electrical, plumbing, heating, ventilation, and air conditioning contracts, appear on the outside of the envelope containing the bid or in the submission of an electronic bid except when the bid is in an amount less than twenty-five thousand dollars ($25,000). Only one (1) contractor in such classification may be listed. Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars ($100,000), materials and labor, the electrical, plumbing, heating, ventilation and air conditioning must be so designated upon the outside of the envelope or in the electronic bid. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered. It is the duty and responsibly of the awarding person or entity who received the envelope containing the bid or the electronic bid to verify only the completeness of the required licensure information. Prior to the opening of the envelope or acceptance of an electronic bid, the names of all contractors listed thereon or therein shall be read aloud at the official bid opening and incorporated into the bid. Prior to awarding a contract, the awarding person or entity and its authorized representatives shall verify the accuracy, correctness and completeness of the information required hereby. The failure of any bidder to comply with all of the provisions hereof shall automatically disqualify such bid. However, bids administered by the Tennessee department of general services shall require that the information be furnished within the bid or bid document only. When the bid is less than twenty-five thousand dollars, ($25,000), the name of the contractor only may appear on the outside of the envelope containing the bid or in the electronic bid document, and upon opening the envelope or review of the electronic bid, if such bid is in excess of twenty-five thousand ($25,000), the same shall automatically be disqualified.

22. Any and/all revisions made to this Request for Proposal prior to due date will be posted on the following websites and will be the responsibility of the proposer to check for any and/all revisions: http://www.bartlettschools.org and http://www.gmsdk12.org.

23. The Germantown Board of Education has the right at their discretion to terminate or renegotiate this Agreement due to occurrence of any event or action beyond its control. In the event that no funds or insufficient funds are appropriated and budgeted for monetary obligations which would otherwise be due and owing under the terms of the Contract, this Contract shall become null and void. After such termination of this Contract, the Customer shall have no continuing obligation under the terms of this Contract.

24. The Germantown Board of Education reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from the RFP. Each of the piggyback Institutions will issue their own purchasing documents for purchasing of the goods/services by bidding of this service. Proposer agrees that the Germantown Board of Education shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

25. The School District encourages qualified minority and/or women-owned businesses to submit Request for Proposals.

26. All questions related to specifications regarding this Request for Proposal must be submitted electronically to Mr. Robert Manuel, Chief Engineer, at robert.manuel@gmsdk12.org, no later than 4:00 P.M., Central Time, September 8, 2014. All Purchasing related questions should be directed to Joe Anderson, Purchasing Shared Services, at janderson@bartlettschools.org, no later than 4:00 P.M., Central Time, September 8, 2014.
**SCOPE OF SERVICES:**

Successful proposer will be required to design, construct, deliver, and install two (2) Broadcast Television Studio Sets with production lighting and a lighting grid. Successful proposer must not perform any type of installation to the building by tapping into the permanent electrical panel and cannot open electrical panel to install additional wiring. Successful proposer can only plug into existing outlets, of which there are three (3) dedicated 20 amp circuits attached to the ceiling above where the sets are to be constructed.

Proposers are requested to submit a production lighting design proposal. This lighting design must utilize LED and/or fluorescent fixtures and a DMX control device (light board, computer). This design must include a lighting grid. No Tungsten fixtures will be allowed or substituted on this project.

The lighting grid design is somewhat restrictive and proposers are encouraged to engineer methods to suspend the production light so as to create the *least* weight loading on the existing ceiling truss system. Tennessee State Fire Marshall has made a site visit to this TV Facility and has concerns about the blown fire retardant insulation being scraped off the existing roof truss at multiple points for the purpose of welding or clamping a lighting grid. Fire Marshall encourages suspension of a Broadcast TV lighting grid by alternative means. It is dependent upon the proposer to engineer the means of suspending a lighting grid while satisfying the concerns of the Tennessee State Fire Marshall. It is our desire that by using LED and/or fluorescent instruments, weigh loads will be minimal.

**DESIGN GOALS AND SUGGESTIONS:**

This is a new High-Definition Broadcast Television Facility and we are seeking to have two (2) distinct sets with LED/fluorescent lighting to be designed, manufactured, and installed. We desire a turnkey installation, less the furniture on set. We will provide on-set furniture including a news desk. Also we already have monitor stands for flat TVs that will be used on set. Our broadcast format is mostly sit down talk shows with no more than four (4) people on set. We are looking for the two (2) sets to be somewhat different from one another.

One (1) set to be casual, warm living room feel with rich wood colors and back wall of faux red rustic brick or faux grey stacked stone with a faux backlit window somewhere in the set. The rolling platform (riser) might be planked knotty pine or rough hewn cedar and dimensions of 8ft by 10ft or 8ft by 12ft.

For the other set, we desire a backlit cyc wall with glass or plastic windows to achieve an edgy modern news set look, yet it can also be used for talk shows. This cyc wall needs the ability to change colors so that we can achieve many different on camera “looks”. The rolling platform (riser) might be planked light maple and dimensions of 8ft by 10ft or 8ft by 12ft.

LED and/or fluorescent actor lighting is required (no tungsten) and a DMX control surface. There presently is no supporting structure (light grid) for hanging production lighting. Although suspended pipe is ideal, the method of attaching a pipe grid to the existing roof truss may need a creative solution. The State Fire Marshall has discouraged us from scraping the blown insulation off of the truss at points where welding or beam clamps would typically be used to attach a lighting grid. We are not forbidden from doing this, just strongly discouraged.

Some alternative suggestions have surfaced such as placing Unistrut/Superstrut in a free floating manner, sitting inside the roof truss triangles. Suspending threaded rod to pipe hangers and hanging a conventional pipe grid. Weight is a factor with this suggestion.
DESIGN GOALS AND SUGGESTIONS: cont’d.

Another less desirable alternative is to suspend production lighting using nothing but Unistrut/Superstrut utilizing our existing inventory of (quantity 24) of the Track Tamer 521 from City Theatrical. Placing Unistrut/Superstrut in a free floating manner, sitting inside the roof truss triangles and suspending threaded rod that attaches to a lower stick of Unistrut/Superstrut. The Track Tamer 521s then join the LED fresnet/instrument to the strut in a simple and easy to use method.

Prospective bidders are encouraged to develop a solid and safe way of constructing and installing a light grid. Regardless of the method used, an ETCP certified rigger or Mechanical Engineer may need to sign off on a project of this description and that will be the proposer’s responsibility.
CERTIFICATE OF NON-DISCRIMINATION

By submission of this Request for Proposal, the contractor (NAME OF FIRM)

________________________________________
certifies that he/she/it does not discriminate against any employee or applicant for employment on the
grounds of race, age, color, national origin, religion, sex, disability, genetic information, or any other
classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will
not maintain or provide for his/her/its employees any segregated facilities at any of his/her/its
establishments; and, further, that he/she/it does not and will not permit his/her/its employees to perform
their services at any location under his/her/its contract where segregated facilities are maintained.

________________________________________
CONTRACTOR’S NAME

________________________________________
SIGNATURE

________________________________________
DATE

________________________________________
Printed or Typed Name of Individual Signing for the Contractor
REQUEST FOR PROPOSAL AGREEMENT

In compliance with the Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this Request for Proposal be accepted, to furnish any or all services upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to protect, defend and hold harmless the Germantown Board of Education from any suits or demands for payment that may be brought against it for the use of any product or article that becomes a part of an order or contract, and further agrees to indemnity and hold harmless the Germantown Board of Education from any suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties, or his servants or agents in the course of fulfilling the terms of the contract and/or Request for Proposal.

Name of Firm

Address

City      State   Zip

Authorized Representative  Signature

Terms

Phone                                                                            Fax Number

E-Mail Address

Date
HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between ____________________________________
(Name of Contractor)
(hereinafter Contractor), and the School District named in this Request for Proposal.

Contractor agrees that as a condition precedent to “Contractor” being awarded a contract from the
Germantown Board of Education “Contractor” agrees to indemnify, protect, defend, and hold harmless
the Germantown Board of Education, its Board Members, agents, and employees from all judgments,
claims, demands for payment, suits or actions of every nature and description brought against the School
District, its Board Members, agents and employees alleging injuries or damages sustained by any person
arising out of or in the course of “Contractor’s” providing goods or services to the School District.

(Name of Contractor)

BY: _________________________________________
TITLE: _______________________________________

State of Tennessee
County of Shelby

__________________________________________ personally appeared before me, the
undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it
executed the within instrument for the purposes therein contained, and who further acknowledge that
he/she/it is authorized to execute this interment on behalf of
__________________________________________.

__________________________________________
Signature

Witness by hand and Notaries seal at office this _______ day of ________________, year of
_________.

__________________________________________
Notary Public

My Commission Expires: ________________________________

Set Design
(EQMCSD)
PROPOSAL PRICING SHEET

PRICE SCHEDULE

The proposer shall provide a professional design and fabrication of lighting grid with two (2) television broadcast studio hard sets that are illuminated with LED/Fluorescent instruments that fulfills the space and budget requirements. The television set design and the related fabrication shall conform to best industry practices and quality standards. The proposer will be responsible to provide all necessary tools, equipment, material and labor to affect the set designs as proposed and approved by GMTV. GMTV contemplates the work to be executed after award in the two-step process as summarized as specified below:

PHASE 1

The conceptual design of the studio hard sets as part of the proposer's initial proposal response. The proposed price shall include all project costs including any related travel to the GMTV Facility, producing the final design, and fabrication and installation of the hard sets and lighting. The successful proposer shall produce and present to GMTV a final design for the hard sets and lighting, which shall meet all the functional, cost and creative requirements cited herein, and those presented to the Contractor by GMTV.

PHASE 1   $_____________________

PHASE 2

After obtaining approval from GMTV, the successful proposer shall work diligently to fabricate the two (2) hard sets and lighting design per the approved Final Design. In this second step, the successful proposer will assume all responsibility and manage all fabrication and installation activities.

PHASE 2   $_____________________

PHASE 3

After completion of the construction of the studio hard sets and lighting system, the successful proposer shall provide one (1) year of support to ensure no structural issues exist with the hard sets and lighting.

PHASE 3   $_____________________

Total Fixed-Price for Phase 1, 2 & 3 = $______________________________

Company Name
All RFPs must be received and time stamped in Purchasing Shared Services, 5650 Woodlawn Administration Offices, Bartlett, Tennessee 38134, prior to stated opening date and time. RFPs received after the specific date and time are considered late and will not be opened.

All price quotations and related materials must be received in a sealed envelope. Time, date and nature of RFP must be clearly marked on face of sealed envelope as well as appropriate Contractor's License information.

FIRM NAME
________________________________________
________________________________________
________________________________________
Expiration Date _________________________

PURCHASING SHARED SERVICES
5650 WOODLAWN STREET
BARTLETT, TN 38134

List all Contractors

RFP #FY150014

License Number_____________________________
Expiration Date ____________________________
License Classification________________________

Set Design
(EQMCSD)

Time: _________________________________
Nature of RFP: ____________________________