Invitation To Bid

The Hickman County Finance Office is accepting sealed bids for a yearly School System Technology Service Plan to assist the Technology Department of Hickman County Schools.

The plan will include server maintenance, network planning and troubleshooting, work order maintenance and other tasks as assigned by the district.

All bidders will be required to submit a conflict of interest disclosure form that can be obtained at www.hickmank12.org/request-for-proposal.

Additional specifications can also be found at www.hickmank12.org/request-for-proposal.

Sealed bids must be mailed or delivered to the Hickman County Finance Office, 114 North Central Avenue, Suite 203, Centerville, TN 37033 and clearly marked on the outside of the bid envelope "School System Technology Service Plan".

Bids will be opened on Monday, May 20th, 2024 at 10:00 A.M. in the Finance Office.

The Hickman County School District reserves the right to reject any and/or all bids or proposals and to waive any informalities, which in the opinion of the school system, would prevent the acceptance of a better bid.

Present Penny Mayberry
Whitney Johnston

Blue Grass Computer 35,000.00

4-30-24

Bluegrass Computer Systems

Technology Service Plan

Bluegrass Computer Systems is a Managed Service Provider that has been in business for nearly 15 years. Over the course of 15 years we have had the privilege of supporting our clients in many different ways. Our business model revolves around tailoring the support we provide to our clients. This process helps reduce extra costs, aligns protocols and processes in a more efficient manner and maximizes our ability to provide you with exactly what you need. From desktop support to level 3 networking support, we cover the gamut of technology support needs all while having experience working with a number of K-12 schools.

On the following page titled "AGREEMENT" you will find we have prepared an agreement that outlines and includes all information requested and organized in sections. Please don't hesitate to contact us if you have any questions or concerns.

Thank you for consideration,

Phillip Draude

Owner

270-484-1705

Bluegrass Computer Systems

pdraude@bgcsystems.com

AGREEMENT

This Agreement is made by and between Bluegrass Computer Systems, LLC (d/b/a BCS) of 1788 Old Gallatin Rd, Portland Tennessee 37148 (hereinafter the "Company") and Hickman County Schools (hereinafter the "Client").

The terms and conditions set forth herein constitute the Agreement between the parties hereto for the Services as hereinafter defined herein to be rendered by Company to Client.

1. SERVICE AGREEMENT FEE.
   The Client agrees to pay the Company a fee of $35,000.00 for the Services to be rendered by Company for term specified. This fee includes payment for unlimited remote support and ten (10) designated onsite days needed to fulfill server maintenance, network planning and troubleshooting, work order maintenance and other tasks as assigned by the district. Existing tools that enable Company to perform services both remotely and onsite will remain the responsibility of Client to maintain subscriptions for where necessary. Client has the option to utilize Company's support tools when appropriate. Should Client need additional on-site support, Client may utilize Company on an hourly basis at the rate of $150 per hour.

2. TERM.
   The initial term of this Agreement shall be for one (1) year commencing on July 1, 2024, and terminating on June 30, 2025. Client has the right to extend this agreement for up to two more years in one-year increments from July 1, 2025, if applicable. Company and client retains the right to make adjustments to this agreement upon review and renewal of an additional year.

3. SERVICES.

   a. **Unlimited Remote Support** includes 24/5 support through Company's dedicated point of contact. Weekend support must be planned ahead unless of an emergency.
   b. **Ten Onsite Visits** includes the need to properly support with troubleshooting, network planning, and network systems management.
   c. **IT Systems and Infrastructure Management** includes upkeep and utilization of existing IT tools and systems. Including data servers, camera servers and switching.
   d. **Security Compliance and Maintenance** includes maintaining IT security compliancy standards and communication with 3rd party vendors for security requirements.

4. REMOTE ACCESS CONSENT.
   Client hereby gives consent to Company to access Client's server/computer upon which the service is installed on and shall not be withdrawn during the Term of this Agreement.

5. DUTY OF NOTIFICATION.
The Client has the duty to immediately notify Company or designated point of contact when issues or questions arise.

6. TERMINATION OF AGREEMENT.

Both Company and Client commit to one (1) full year of service with no option to cancel. Both Company and Client have the option to choose to not renew once the year of service contract ends or Company and Client can choose to auto-renew the agreement if no changes to the agreement are necessary.

7. COMPLIANCE WITH LAWS AND ACCEPTABLE USE.
Client is solely responsible for Client's conduct related to the Services and any data the client stores or shares as a part of the Services. The Client specifically agrees that it will not use the Services to violate any laws or regulation, to infringe on the intellectual property or rights of third parties, or to transmit any material that is obscene, objectionable, contains any harmful virus, Trojan horses, or worms.

8. THIRD PARTY PROVIDERS. Company utilizes existing Endpoint Management tools to properly support Client. Company may utilize Company's Endpoint Management tools where necessary.

9. DISCLAIMER OF WARRANTIES.
COMPANY, ITS SUPPLIERS, RESELLERS, PARTNERS AND THEIR RESPECTIVE AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN PARTICULAR, COMPANY, ITS SUPPLIERS, RESELLERS, PARTNERS AND THEIR RESPECTIVE AFFILIATES MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) YOUR USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICES WILL BE ACCURATE OR RELIABLE; AND (D) ANY DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN APPLICATIONS THAT COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

10. LIMITED OF LIABILTY.
TO THE MAXIMUM EXTENT PERMITTED BYLAW, CLIENT SPECIFICALLY AGREES THAT CO:MPANY, ITS SUPPLIERS, RESELLERS, PARTNERS AND THEIR RESPECTIVE AFFILIATES WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES , INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF THE PARTY YOU ARE SEEKING DAMAGES AGAINST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES OR IN ANY WAY RELATING TO THE, SERVICES. IN NO EVENT SHALL THIS LIMITATION OF LIABILITY APPLY TO INTENTIONAL TORTS, CRIMINAL ACTS OR FRAUDULENT CONDUCT.

IT IS AGREED THAT THE AGGREGATE LIABILITY OF COMPANY, ITS SUPPLIERS, RESELLERS, PARTNERS AND THEIR RESPECTIVE AFFILIATES FOR ANY AND ALL CLAIMS IN CONNECTION WITH THE SER VICES IS LIMITED TO TWO (2) TIMES THE YEARLY ANNUAL FEE OF THIS AGREEMENT. YOU SPECIFICALLY AGREE THAT THIS DAMAGES LIMITATION IS A FUND AMENT AL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND COMPANY.

11. ENTIRE AGREEMENT.
This instrument constitutes the entire agreement between the parties and supersedes all prior agreements, written or oral. Any amendments or alterations of this agreement shall be effected by attaching one or more addendums, properly executed by all parties.

12. SEVERABILITY.
The invalidity or unenforceability, whether in general or in any particular circumstance, of any provision of this Agreement, shall not affect its validity or enforceability in any other circumstance, or any other provision hereof. The parties hereto hereby agree that this Agreement shall be so interpreted to give effect and validity to all the provisions hereto to the fullest extent permitted by law.

13. NUMBER AND GENDER.
As used herein, the singular includes the plural, and the plural includes the singular. Any gender used herein is extended to include all genders as may be appropriate in the context.

14. TITLE.
The numbering and titles of sections of this agreement are for convenience only and shall have no legal effect.

15. NOTICES.

Any notice or other communication under this Agreement must be in writing and will be deemed given when it is delivered in person or sent by facsimile (with proof of receipt at the number to which it is required to be sent), or on the third business day on which it is mailed by first class mail from within the United States of America, to the following addresses (or such other address as may be specified after the date of this Agreement by the party to which the notice or communication is sent) Email communication is also permitted with confirmed (read receipt) email.

If to Company:	Bluegrass Computer Systems, LLC c/o Phillip Draude 1788 Old Gallatin Rd Portland, TN 37148
If to Client:	Hickman County Schools 115 Murphree Avenue Centerville, TN 37033

16. AUTHORITY TO EXECUTE.

The parties hereto acknowledge that those persons executing this Agreement by and on behalf of any corporate parties possess the necessary authority to execute this document for and on behalf of the corporate parties.

17. GOVERNING LAW

The law of the State of Tennessee shall govern the terms and conditions of this agreement

18. INTERPRETATION.

This Agreement shall be construed without regard to the party or parties responsible for the preparation of the same and shall be deemed as prepared jointly by the parties hereto. Any ambiguity or uncertainty existing herein shall not be interpreted or construed against any party hereto.

19. ATTORNEY'S FEES AND COSTS.

Any and all monetary claims against Hickman County Government, its members, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted as required by Tennessee law and shall be limited as provided by Tennessee law.

20. WAIVER.

No delay or failure on the part of either party in exercising any rights hereunder, and no partial or single exercise thereof, will constitute a waiver of such rights or of any other rights hereunder.

Executed this :

HICKMAN COUNTY SCHOOLS	**BLUEGRASS COMPUTER SYSTEMS, LLC**
BY: _____	BY: _____
CLIENT REPRESENTATIVE	Phillip Draude, Owner
TITLE	

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Technology Service Plan

Additional Specifications:

1. Unlimited Remote Support - Expectation is the ability to help remotely as needed each day the school district is open.
2. Ten on-site visits per year. The need for the visit to be determined by the district. This can include fixing equipment, network upgrade plans, etc. Bid will need to include daily or hourly rate if additional visits are required.
3. District will provide the ability to remote into computers and servers.
4. IT Systems and Infrastructure Management - includes upkeep and utilization of all existing IT tools and systems. This includes server management (including security camera servers), remote project management, and networking problems/concerns.
5. Security Compliance and Maintenance - assist with maintaining IT security standards
6. Consulting including guidance on all IT needs and concerns.
7. Experience working in networks and classroom technology within a K-12 school district is preferred. References of this should be included within the bid.
8. Experience working with network servers, network switches, wireless access points, and Axis network servers and security cameras preferred.
9. Quoted prices must be planned to be effective starting July 1st, 2024 and extend through June 30th, 2025. Hickman County School District retains the right to extend this contract for up to two more years in one year increments from July 1, 2025 if applicable.

Hickman County School System consists of approx. 3100 students and 500 staff members. Each student and teacher has a personal chromebook for their use. Teachers have desktop computers and TVs in each classroom. Some classrooms have additional technology such as active panels, etc. The district manages nine buildings with servers, a wired network and wireless access points throughout. The district also manages a networked security camera system at all school buildings including video servers. An upgraded VOIP phone system is also in the planning stages.

Hickman County Government

Conflict of Interest Disclosure Form

The County Financial Management System of 1981 contains the most stringent conflict of interest provisions. TCA §5-21-121 provides:

(a) The director, purchasing agent, members of the committee, members of the county legislative body or other officials, employees, or members of the board of education or highway commission shall not be financially interested or have any personal beneficial interest, either directly or indirectly , in the purchase of any supplies, materials, equipment or contractual services for the county.

(b) No firm, corporation, partnership, association or individual furnishing any such supplies, materials, equipment or contractual services, shall give or offer, nor shall the director or purchasing agent or any assistant or employee accept or receive directly or indirectly from any person, firm, corporation, partnership or association to whom any contract may be awarded, by rebate, gift or other otherwise, any money or other things of value whatsoever, or any promise, obligation or contract for future reward or compensation.

Date: 5/15/24 Name: Angie Deaton

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

X I have no conflict of interest to report.

____ I have the following conflict of interest to report (please specify any boards or committees you (and/or your spouse) sit on, the name of your employer and any businesses you or your spouse may own.

_____

_____

_____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Date: 5/15/24 Signature: _____