

## MEMPHIS - SHELBY COUNTY BOARD OF EDUCATION

**PROCUREMENT SERVICES**

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

(This proposal will not be accepted electronically or by facsimile. All proposals must be mailed or delivered to the above address.)**REQUEST FOR PROPOSAL**

(NOT AN ORDER)

Please submit proposals on the item(s) listed below. The right is reserved to reject any or all Proposals. If substitutions are offered, give full particulars. The Proposal must be submitted no later than **March 23, 2022 @ 2:00 PM, CST**

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

**REQUEST FOR PROPOSAL**  
**Construction Project Management Services**

Proposals **MUST** be received by Memphis - Shelby County Schools ("MSCS" or "District") by the due date and time set forth above.

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

Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to [taylor15@scsk12.org](mailto:taylor15@scsk12.org) and received by MSCBE **no later than March 16, 2022 @ 11:00 AM/CST**

**ISSUED BY: Mary Taylor, Senior Advisor-Procurement****RFP # 03232022MT**

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

NAME OF FIRM

PHONE

FAX#

ADDRESS

CITY

STATE

ZIP CODE

E-MAIL ADDRESS

AUTHORIZES REPRESENTATIVE NAME

☐ CHECK HERE IF YOU ARE A MSCS REGISTERED MINORITY VENDOR☐ CHECK HERE IF YOUR COMPANY QUALIFIES AS A LOCAL VENDOR

**PLEASE NOTE:** Per the Local Vendor Preference Resolution adopted by the Shelby County Board of Education Commissioners on January 29, 2013, local vendors must have physical address located within the limits of Shelby County. A Post Office Box is not acceptable.

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

## TABLE OF CONTENTS

PART I: SCOPE OF WORK.....	3
1.0 BACKGROUND .....	3
2.0 SCOPE OF SERVICES .....	3
3.0 NON-EXCLUSIVE .....	3
4.0 NOTICE OF INTENT TO AWARD.....	3
 PART II: GENERAL TERMS AND CONDITION.....	 4
1.0 STATEMENT OF CONFIDENTIALITY .....	4
2.0 TERM OF AGREEMENT .....	4
3.0 PRE-PROPOSAL MEETING .....	4
4.0 QUESTIONS AND INQUIRIES .....	4
5.0 POINT OF CONTACT TECHNICAL CONTACT .....	5
6.0 CONTRACT OFFICER/MSCBE SUPERVISION.....	5
7.0 CONTRACT TYPE .....	5
8.0 PAYMENT TERMS .....	5
9.0 RFP REVISIONS .....	5
10.0 SUBMISSION DEADLINE.....	6
11.0 PROPOSAL OPENING.....	6
12.0 DURATION OF OFFER .....	6
13.0 INSURANCE .....	6
14.0 LIQUIDATED DAMAGES.....	6
15.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE .....	6
16.0 COMPLIANCE WITH LAWS.....	7
17.0 LEGAL COMPLIANCE.....	7
18.0 BONDING.....	8
19.0 TERMS AND CONDITIONS .....	8
20.0 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES UTILIZATION.....	8
 PART III: PROPOSAL FORMAT .....	 10
1.0 GENERAL FORMAT .....	10
PROPOSAL FORMAT .....	10
 <b>PART IV: EVALUATION AND SELECTION PROCEDURE.....</b>	 <b>13</b>
1.0 EVALUATION COMMITTEE.....	13
2.0 EVALUATION PROCESS.....	13
3.0 EVALUATION CRITERIA.....	13
 PART V: SCOPE OF SERVICES (DETAILS).....	  15-19
 PART VI: APPENDICES	
APPENDIX A – TERMS AND CONDITIONS	
APPENDIX B – ADDENDA ACKNOWLEDGEMENT	
APPENDIX C – REFERENCES	
APPENDIX D – NON-COLLUSION CERTIFICATE	
APPENDIX E – DEBARMENT AFFIDAVIT	
APPENDIX F – ANTI-BRIBERY AFFIDAVIT	
APPENDIX G – CERTIFICATE OF INSURANCE COVERAGE	
APPENDIX H – POLICY 2011 LOCAL PREFERENCE PURCHASING	
APPENDIX I – COMPENSATION/PRICING SCHEDULE	
APPENDIX J – DAVIS-BACON ACT	

## **PART I: SCOPE OF WORK**

### **1.0 BACKGROUND**

Memphis - Shelby County Schools (MSCS) is Tennessee's largest public-school district and is among the 25 largest public-school districts in the United States. MSCS serves approximately 90,000 students in 170 schools. We employ more than 6,200 teachers and 6,000 support personnel to serve our unique student population, while, offering programming and services to fit the needs of all our students. Through our strategic plan - Destination 2025 – we are committed to working toward three goals: 80 percent of students are college or career ready; 90 percent of seniors graduate on time and 100 percent of graduates will enter college or a career. To reach these goals, MSCS has placed a strong emphasis on early literacy, improvement of post-secondary readiness, developing strong teachers, leaders and support staff, expanding availability of high-quality school options and working closely with families and community partners. SCS partners with almost 4,000 volunteers and 700 school adopters and community partners to increase student achievement and empower our community to thrive.

### **2.0 SCOPE OF SERVICES**

MSCBE requests proposals for **Construction Project Management Services**. The specifications are contained in the Request for Proposal. Responses submitted must meet or exceed all requirements. Proposals that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

### **3.0 NON-EXCLUSIVE**

The intent of this contract is to provide MSCBE with an expedited means of procuring supplies and/or services. This contract is for the convenience of MSCBE and is considered to be a "Non-Exclusive" use contract. MSCBE does not guarantee any usage. MSCBE will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule.

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

A Notice of Intent to Award is written notification that a vendor has been selected for a contract award. This letter is not a guarantee of award. The Board of Education reserves the right to reject or accept the recommendation submitted. If the Board accepts and approves the recommendation, an executed agreement will be submitted to the successful supplier. If the Board rejects the recommendation, MSCS shall rescind the Notice of Intent to Award.

## **PART II: GENERAL TERMS AND CONDITIONS**

### **1.0 STATEMENT OF CONFIDENTIALITY**

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

### **2.0 TERM OF AGREEMENT**

The anticipated term of this contract is **One (1) year with the option to renew for two (2) additional one (1) year terms.**

- A. MSCBE expects all vendors to provide year over year cost reductions recommendations.
- B. Price decreases are acceptable at any time, need not be verifiable, and are required should the vendor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- C. Price adjustments from the vendor/producer/processor/manufacture for any/all items may be considered at renewal, if applicable noted in the RFP document. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least ninety (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- D. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Memphis - Shelby County Schools.

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

### **4.0 QUESTIONS AND INQUIRIES**

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN March 16, 2022 @ 11:00 a.m. CST.** Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on MSCBE website [www.scsk12.org/procurement/bids](http://www.scsk12.org/procurement/bids). Please do not submit question in PDF format.

## **RFP Schedule**

<b>RFP Post</b>	<b>March 9, 2022</b>
<b>Questions Due</b>	<b>March 16, 2022 @ 11:00 am CST</b>
<b>Q&amp;A Post on Website</b>	<b>March 16, 2022, by close of business</b>
<b>RFP Due Date/Time</b>	<b>March 23, 2022 @ 2:00 pm CST</b>

## **5.0 POINT OF CONTACT**

**Mary Taylor**  
**Procurement Office**  
[Taylorm15@scsk12.org](mailto:TaylorM15@scsk12.org)

## **6.0 CONTRACT FACILITATOR /MSCBE SUPERVISION**

The Vendor's performance will be under the technical direction of the Buyer/Requesting Department/Project Manager who will be responsible for ensuring vendor's compliance with the requirements of this contract to include managing the daily activities of the contract, providing technical guidance to the contract, and overall project scheduling and coordination. The vendor shall be accountable to the end users on all matters relating to the scope of work.

## **7.0 CONTRACT TYPE**

The contract resulting from this solicitation will be a price contract based on the scope of work.

## **8.0 PAYMENT TERMS**

The Vendor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item price on the Purchase Order and made within 30 days after the date on the invoice.

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

## **9.0 RFP REVISIONS**

Should it become necessary to revise any part of this RFP, addenda will be posted on MSCBE's Procurement Office website @ <http://www.scsk12.org/procurement/bids>. All addenda, amendments or changes issued shall be deemed received by Vendor provided they are posted to MSCBE Procurement Office website. Failure of any Vendor to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

## **10.0 SUBMISSION DEADLINE**

In order to be eligible for consideration, proposals must be received at Procurement Office no later than **March 23, 2022 @ 2:00 PM CST**. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal Procurement Office after the submission deadline, no matter what the reason, will be returned unopened. Delivery to MSCBE' mailroom, lobby, etc. shall not constitute delivery. **The Procurement Office is located at 160 S. Hollywood Street, Room 126, Memphis, TN 38112. Proposals responses delivered to any other location shall not constitute delivery to the Procurement Services Office.**

## **11.0 PROPOSAL OPENING**

RFP Proposals are not opened publicly, but in the presence of at least two Purchasing Office employees. Once the proposals are opened, the Buyer will prepare a document that summarizes the proposals received. This document will be available for inspection no later than 20 days after opening and prior to Notice of Award letter is issued.

## **12.0 DURATION OF OFFER**

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

## **13.0 INSURANCE**

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

## **14.0 LIQUIDATED DAMAGES**

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

## **15.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE**

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

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

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

## **16.0 COMPLIANCE WITH LAWS**

Vendors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Vendor's violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles MSCBE to terminate this Contract immediately upon delivery of written notice of termination to Vendor.

## **17.0 LEGAL COMPLIANCE**

- A. Vendor shall comply in all respect with Federal, State and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Tennessee. Any disputes, legal cases or other controversies shall be pursued in Tennessee Courts consistent with and subject to Tennessee State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Tennessee Occupational Safety and Health Act Standards.
- B. Specifically, vendor shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of vendor and vendor's subcontractors are screened through the Federal Government's E-Verify system, found at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify). This is a "no fee" service.

### **17.1 EPA COMPLIANCE**

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

## **18.0 BONDING – PERFORMANCE BOND (NOT REQUIRED)**

## **19.0 TERMS AND CONDITIONS**

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

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

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

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

## **20.0 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)**

The Shelby County Board of Education (hereafter referred to as the "Board") recognizes that minority, women, and small business owners frequently face unique problems that are not encountered by majority-owned businesses. Therefore, it is the policy of the Board to take necessary affirmative steps, in accordance with 2 CFR 200.321, to assure that equal opportunities are provided for MWBEs to participate in the performance of District contracts financed in whole or in part with federal funds.

2 CFR § 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES,  
AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.



(3) 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.

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

(5) 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; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

### **Certified MWSBE Vendor Directory**

To access Memphis - Shelby County Schools list of certified MWBE vendors, please use the link below.

<http://www.scsk12.org/mwbe/index>

Go to the "Certified Vendor Directory" tab and follow the instructions to download the entire list of certified MWSBE firms.

## **PART III: PROPOSAL FORMAT**

### **1.0 GENERAL FORMAT**

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

The proposal shall include **One (1) original (labeled), six (6) copies, and 1 (one) USB** in a sealed envelope clearly labeled as indicated in B below. An electronic version of the proposal (USB) shall also be submitted with the original. The electronic media must be a USB and shall bear a label on the outside containing the RFP number and name, as well as the name of the Vendor.

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

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

### **2.0 PROPOSAL FORMAT**

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

#### **TAB A. TRANSMITTAL LETTER**

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

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

**TAB B. TABLE OF CONTENTS**

**TAB C. EXPERIENCE AND CAPABILITIES**

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

1. Summary of the services offered including the number of years the Vendor provided these services; the number of clients and geographic locations the Vendor currently serves, etc. and has served; and if a past customer, why the Vendor is no longer providing services.
2. Organizational chart of the Vendor showing the major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization; and what resources will be available to support this contract in primary, secondary and back-up roles
3. Name all key personnel who will perform work under this contract and include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.
4. At least **three (3)** recent references from its customers who are capable of documenting the following: a) the Vendor's ability to manage similar contracts, b) the quality and breadth of services provided by the Vendor under similar contracts (See Appendix C). If Memphis - Shelby County Schools is a client or has been a client of the Respondent for the services outlined in the RFP, MSCS reserves the right to be a reference, if not listed.

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

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

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

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

**TAB F. FORMS**

1. Bid Bond (If Applicable)
2. Special Terms & Conditions for RFP'S (Appendix A)
3. Addenda Acknowledgement Form (Appendix B)
4. References (Appendix C)
5. Completed Non-Collusion Certificate (Notarized) (Appendix D)
6. Completed Debarment Affidavit (Notarized) (Appendix E)
7. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
8. Certificate of Insurance Coverage (Appendix G)
9. 2011 Local Preference Purchasing (Appendix H)
10. Compensation/Pricing Schedule (Appendix I)
11. Davis-Bacon Act (Appendix J)

**TAB G. Pricing Schedule (Compensation Schedule)**

**TAB H. ELECTRONIC MEDIA (INCLUDE WITH SUBMISSION)**

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

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

### **1.0 EVALUATION COMMITTEE**

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

### **2.0 EVALUATION PROCESS**

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

### **3.0 EVALUATION CRITERIA**

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

- A. Approach to satisfying requirements
- B. Vendor's experience and capabilities/references

C. Fiscal Integrity/Financial Stability

Evaluation Criteria	Major
	Weights
Experience	25%
Financial Stability and References	10%
Requirements for Qualified Respondent	35%
Responsiveness to the RFP Requested Outline/Format	5%
Cost	25%
Total	100%

## **PART V: SCOPE OF SERVICES (DETAILS)**

### **1.0 THE SERVICES**

**1.1 The Services MSCBE hereby solicits submissions of written proposals, from qualified respondents to provide for MSCBE the services described herein, all in accordance with the terms and conditions detailed herein. In particular, the services sought by MSCBE will require the Respondent to provide:**

#### **Construction Project Management Services**

The Construction Manager will generally coordinate and manage maintenance, repairs, and construction projects for MSCS within the time constraints, budgets, and quality parameters established by MSCS. The Construction Manager will report to the Director of Major Construction or a designated MSCS representative. Depending on the individual scope of work, coordination and management of projects and/ or services may require engineering services. MSCS reserves the right to award to one (1) or more Respondents. Payment of services may be inclusive of federal funds. Successful Respondent(s) is required to adhere to all federal regulations, which is inclusive of the Davis-Bacon Act and related acts. Please see Appendix J.

Advanced construction project management skills are required for all projects. It is requested that the successful construction manager provide assistance in coordination in the following areas:

1. Project Management
2. Project Administration
3. Sourcing/ Procurement
4. Construction Specifications
5. Budget Management
6. Permitting Management
7. Reporting, tracking tools, means/ methods approaches
8. Quality Control of staffed assigned to specific projects.

Of equal importance, the Construction Manager will be able to coordinate with and advise the Director of Major Construction in the effort to keep existing facility operational impacts minimal which will include collaborating with school administrators and site plant managers. The Construction Manager is expected to provide professional services of the highest degree of competence and integrity to ensure that all necessary information is provided to the Director of Major Construction and MSCS to allow for solid decision making during the progress of the project(s). A general scope of work will be provided at the time of the assignment and the assigned Project Manager will determine specific project details, specifications, and budgetary constraints or restrictions. Project budgets and/ or estimates will be provided by various MSCS stakeholders requesting the Services.

The Construction Manager will provide the following Services for each applicable phase of the project:

I. Development Phase Responsibilities

- a. Coordinate the efforts of the Department of Major Construction and the MSCS department requesting the services. Develop maintenance and construction bid specifications for review and approval prior to bid solicitations. Review and reconcile construction cost estimates related to budget allocations. Initiate value engineering efforts when applicable to ensure the project(s) can be completed within the established budgets.
- b. Oversee and ensure that all necessary and required permits are acquired. Oversee and ensure that all documents, permissions, and approvals have been successfully obtained including any specific permit restrictions prior to the commencement of the project(s).
- c. Prepare, coordinate, and ensure that all bid documents are clear, concise, and complete in their entirety for advertisement. The solicitation will be in collaboration with the representative from the MSCS Procurement department as well as the MSCS MWSBE department.
- d. Work with the requesting office/ department's team during the planning stages to ensure construction schedule and associated tasks have the least impact to the facility's daily operations.
- e. Assist MSCS and ensure designers and contractors conform and comply with the terms of their contracts and additional conditions that include, when applicable:
  - i. MSCBE's General Terms and Conditions for Construction Contracts
  - ii. MSCBE's General Terms and Conditions Between Owner & Designer
  - iii. Federal Government Requirements
  - iv. Design/ Planning Principles & Construction Guidelines for Memphis - Shelby County Schools

II. Construction/ Maintenance Phase Responsibilities

- a. Establish overall coordination and communication processes for all construction and/ or maintenance activities related to the specific project.
- b. Monitor, confirm, and review project progress with regular project site visits- Two (2) visits per week minimum depending on complexity of project scope.
- c. Liase with A/E, contractor, site personnel, and MSCS project manager including subcontractors.
- d. Ensure each phase/ stage of work is complete in coordination with the approved construction/ project schedule. Ensure quality work is performed with the best trade practices.
- e. Ensure that the specified materials are being stored, installed and used in the manner as required by the manufacturer's recommendations and the construction documents.
- f. Assist in managing contractor disputes, quality compliance, scheduled deadlines, punch list resolution, warranty submittals, and other associated activities.
- g. Ensure that project temporarily halts due to poor, unsatisfactory workmanship and processes that are unsatisfactory and/ or non-compliance with applicable codes, regulations, and ordinances. Ensure corrective measures are complete in a timely manner and inform MSCS representatives immediately of the stoppage and corrective measures. Ensure all schedule and financial impacts are clear



- and concise specific to the mitigation, correction, and project progress.
- h. Conduct weekly site meetings to review progress, achievements, expectations, and forecasted events. Document all meetings in writing for issuance within three (3) days or less of the meeting.
  - i. Prepare weekly reports, minutes, and other documentation for distribution to the A/Es, MSCS project manager(s), MSCS Department of Major Construction, MSCS facility representative(s), and other pertinent individuals related to the specific project. Reports shall include progress, status, financial, claims, outstanding information, etc.
  - j. Ensure and provide photographic documentation that includes conditions prior to project start, during project progress, and completion of the project.
  - k. Confirm and validate all financial claims request including pay applications to ensure that the work is 100% complete in regards to the amount of claim/ payment requested. Ensure the required detailed support documentation is provided for each claim or pay request. Coordinate and recommend solutions to rectify any discrepancies or inconsistencies with the claims or payment requests.
  - l. Confirm and provide recommendation to AE or the Department of Major Construction that the project has prepared for a review of Substantial and/ or Final Completion. Provide punch list related to the requested completion request to include defective work, corrective actions, and a schedule for rectification.
  - m. Ensure closeout documents are clear, concise, and complete in their entirety. These documents include but are not limited to as-built drawings, O&M manuals, approved submittals, testing reports, inspection reports, copies of permit approvals, approved contingency draws, approved change orders, etc.
  - n. Conduct warranty walk-throughs when applicable
  - o. Ensure that all contracted vendors related to the specific projects comply with federal regulations when the project is partially or fully funded by federal monies. The Construction Manager shall ensure that the vendors comply with:
    1. Labor Standards to include but not be limited to the following:
      - a. The Copeland "Anti-Kickback Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3), for all contracts and sub-grants for construction or repair;
      - b. The Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") when required by federal grant program legislation;
      - c. Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by the Department of Labor regulations (29 CFR Part 5) on construction contracts awarded by grantees and sub-grantees in excess of \$2,000.00 which involve the employment of mechanics or laborers; and
      - d. All applicable standards, orders or requirements issued by

the federal government that are applicable to the performance of this Contract.

Under the Davis-Bacon and related Acts, the Construction Manager shall ensure that the contracted vendors and their subcontractors maintain payroll and basic records for all covered laborers and mechanics during the course of the Project and for a period of three (3) years thereafter. Records to be maintained include, but not limited to:

- Name, address, and social security number of each worker
- Each worker's work classification
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents.
- Daily and weekly number of hours worked
- Deductions made
- Actual wages paid

The Construction Manager shall ensure that the contracted vendors and their subcontractors on a weekly basis, provide the contracting agency, i.e. MSCS, local, state, or federal funding entity, a copy of all payrolls providing the information listed above under "Recordkeeping" for the preceding weekly payroll period, except that full social security numbers and home addresses shall not be included on weekly transmittals, and instead the payrolls only need to include an individually identifying number for each worker. Each payroll submitted must be accompanied by a "Statement of Compliance" using Form WH-347 Payroll, or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the authorized vendor office or employee who supervises the payment of wages, and delivered to a representative of MSCS who in turn will provide to the federal or state agency representative in charge. This form must be submitted within seven (7) days after the regular pay date for the pay period.

### III. Non-Phase Specific Responsibilities

- a. Assist the MSCS Department of Major Construction and other SCS departments in analyzing and establishing budgets for each project that includes any value engineering practices. These budget activities will include ensuring transparency in all transactions, coordination/ interface with the Financial Advisor of the Department of Major Construction or other MSCS department, and ensuring full compliance with district and state required procurement practices, as well as managing the project's day-to-day budget.
- b. Ensure the approved construction schedule is provided and the contractor is adhering to the milestones/ deadlines.
- c. The Construction Manager's Services will utilize MSCS's construction management platform for all projects. All projects will utilize the project management and collaboration system for all project documentation. Applicable team members of the Construction Manager will be invited to, and are required to create a username (email) and password if one is not already created. The Construction Manager will be expected to obtain drawings, sketches, RFIs, meeting minutes, coordination

drawings, change information, etc. via this application. The Construction Manager will notify project vendors as relevant items are added. It will be the responsibility of the Construction Manager to regularly check and review updated documents as they are added. Applicable team members are required to complete a free, one-hour training certification course located at the construction management platform's website that is to be provided within two (2) weeks following contract execution. There will be no costs to the Construction Manager for use of the construction management platform. It is recommended that the Construction Manager provide mobile iOS or Android devices with the platform app installed to at least one individual on site to provide real-time access to current posted drawings, project manual, specifications, RFIs, submittals, project documents, as well as any deficient observations or punch list items. Providing mobile access will improve communication, efficiency, and productivity for all parties.

**Projects that MSCS is currently budgeted for:**

School	Type	Prime/General Contractor's Budget	Project Duration	Substantial Completion Date(s)	Final Completion Date(s)
Geeter K-8	Addition	\$6,174,465.00	16 months	May 30, 2024	June 30, 2024
Geeter K-8	HVAC	\$5,263,280.00	12 months	May 30, 2024	June 30, 2024
Havenview MS	HVAC	\$5,134,943.00	12 months	May 30, 2024	June 30, 2024
Whitehaven ES	HVAC	\$2,699,097.00	12 months	May 30, 2024	June 30, 2024
Playgrounds	Equipment Replace/Repair	\$5,000,000.00 (Estimated overall total of prime general contractor's budget.)	12 months	May 30, 2024	June 30, 2024

**Please see: Section 5. Item Delivery section e - liquidated damages**

## **PART VI: APPENDICES**

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

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

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

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

### **2. GENERAL REQUIREMENTS**

- a. AUTHORIZED DEALERS: Only authorized dealers may submit a proposal on requested equipment. At the discretion of MSCBE, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. INSPECTIONS: MSCBE reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFP for as long as may be considered necessary by MSCBE. All expenses of the inspectors shall be borne by MSCBE. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Vendor of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for MSCBE, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public and charter schools, offices, or to any designated warehouse or warehouses in Shelby County.
- d. SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.
- e. AGGREGATE BIDS: Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in

the best interest of MSCBE. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.

- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of MSCBE Director of Purchasing & Supply Services for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of MSCBE.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to MSCBE a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Procurement Director. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to MSCBE, which would provide sufficient data to enable MSCBE to judge the Vendor's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to MSCBE to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k. **Piggy Back Clause:** Shelby County Board of Education reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Proposer agrees that the Shelby County Board of Education shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

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

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

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

### **4. PRICES**

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.
- b. **UNITS OF MEASURE:** Wherever MSCBE indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of MSCBE to determine whether the Vendor's price will be recalculated. MSCBE will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices shall include be FOB Destination.
- d. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. **PRICE REDUCTIONS:** MSCBE reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. **Tax Exemption.** MSCBE is a tax-exempt entity and, as such, is exempt from the payment

of taxes, including but not limited to sales and use taxes, federal excise taxes and federal high use taxes.

## 5. ITEM DELIVERY

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for MSCBE shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **8:30 a.m. and 3:30 p.m.**; to schools – between **9:00 a.m. and 2:30 p.m.** The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a MSCBE worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.
- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. MSCBE Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library) and Bid/Contract Number. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to MSCBE complying with the Safety regulations as required by OSHA and the Tennessee State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the proposal response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type of equipment meeting the CFR-1910 MOSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: MSCBE Facilities Safety Officer, 1364 Farmville, Memphis, TN, 38122.
- e. **LIQUIDATED DAMAGES:** In the event the Awarded Bidder fails to deliver the goods or services of the contract in accordance with the **contractual deadlines**, MSCBE reserves the right to **implement liquidated damages in the amount of \$ 350/day for each day after the substantial completion date and \$ 350/day for each day after the contractual final completion date.** All additional expenses incurred by MSCBE as a result of such purchases will be deducted from the monies owed or monies that may become due the



Vendor.

## **6. GUARANTEE AND WARRANTIES**

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by MSCBE. Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local, state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendor must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.
- b. Awarded Vendor, its employees, agents, volunteers, and vendors who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Vendor.
- c. **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.
- d. **OFFICE EQUIPMENT:** Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- e. **OTHER EQUIPMENT:** Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.
- f. **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

## **7. FEDERAL GRANT FUNDS**

- a. The Respondent understands and agrees that it is possible federal grant funds may be used in connection with certain delivery orders issued pursuant to and under the contract agreement. Accordingly, prior to commencing and all work under any and all delivery orders pursuant to and under the contract agreement, the respondent shall ascertain and verify if federal grant funds are to be used by MSCS. If MSCS will use any federal funds in connection with a delivery order, it is the obligation of the respondent and the respondent understands and agrees that the respondent shall adhere to and comply with

all applicable federal laws, regulations circulars, executive orders, procedures and guidelines, as and if applicable, amended from time to time.

## **8. PROPOSAL SUBMISSION**

- a. **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.
- b. **SUBMISSION:** Proposals must be delivered to the Procurement Office, 160 S Hollywood Street, Room 126, Memphis, TN 38112. Vendors must submit a proposal as specified in the General Terms and Conditions. Vendors shall retain one (1) copy of the proposal for their files. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.
- c. **FORMAT:** Signed proposals must be delivered in sealed, opaque envelopes and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. MSCBE shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.
- d. **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, email address and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or emailed to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.
- e. **PARTNERSHIPS:** Proposals by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- f. **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.
- g. **CERTIFICATES AND AFFIDAVITS:** All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. Such documents are required by local, state, or federal funding agencies of MSCBE as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, and when applicable, Asbestos Free Certification.
- h. **SAMPLES:** When indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the RFP number. MSCBE will not be responsible for any samples not picked up within 30 days of the notification of Vendors to do so. Samples may be retained by MSCBE until Vendors are notified to remove them. Vendors agree that MSCBE will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.

- i. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful Vendors shall be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- j. **PROPOSAL PREPARATION FEES:** MSCBE will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.
- k. **PROPOSAL EVALUATION** Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions. Consideration will be given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Vendor, and the ability of the Vendor to perform satisfactorily. Evaluation may also be made for other factors, such as serviceability, functional suitability, workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. MSCBE will consider the Vendor's record and performance of any prior contracts with MSCBE, federal departments or agencies, or with other public bodies.
- l. **RECOMMENDATION OF AWARD:** Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.

## **9. RESOLUTION FOR PROTEST AND DISPUTES**

The Procurement Director shall attempt to resolve informally all protests of bid award recommendations. Vendors are encouraged to present their concerns promptly to the buyer for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.

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

Prior to the commencement of an action in court concerning the controversy, any actual vendor who claims to be aggrieved in connection with a solicitation, the solicitation process, or a pending award of a contract may protest to the Buyer. Procurement Director shall attempt to resolve informally all protest of award recommendations. Protest shall be submitted in writing within seven (7) days after such claimant knows or should know of the facts giving rise to the protest.

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

- Supporting documentation to substantiate the claim
  - The remedy sought
2. The protest must be filed with the Procurement Office within seven (7) calendar days of the recommendation of award or notification to the bidder or Vendor that their bid or proposal will be rejected.
  3. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.
  4. The Procurement Director shall inform the Chief of Business Operations (CBO) upon receipt of the protest.
  5. The Procurement Director shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

## **B. BOND REQUIREMENTS**

1. Neither a protest nor a stay of award shall proceed under this section unless the protesting party posts a protest bond. The protesting party shall post with the Procurement Director, at the time of filing a notice of protest, a bond payable to the Shelby County Board of Education in the amount of five percent (5%) of the lowest cost proposal evaluated or, if a protest is filed prior to the opening of cost proposals, the bond payable shall be five percent (5%) of the estimated maximum liability provided in the procurement document. The protest bond shall be in form and substance acceptable to the Shelby County Board of Education and shall be immediately payable to the Shelby County Board of Education conditioned upon a decision by the protest committee that:
  - a. A request for consideration, protest, pleading, motion, or other document is signed, before or after appeal to the Chief of Business Operations, in violation of subsection (b);
  - b. The protest has been brought or pursued in bad faith; or
  - c. The protest does not state on its face a valid basis for protest.
2. The bond shall be payable to the Shelby County Board of Education for any other reason approved by the Procurement Office. The Board of Education shall hold the protest bond for at least eleven (11) calendar days after the date of the final determination by the Procurement Director. If the protesting party appeals the Procurement Director's determination to the protest committee, the Procurement Director shall hold the protest bond until instructed by the General Counsel Office to either keep the bond or return it to the protesting party.
3. At the time of filing notice of a protest of a procurement in which the lowest bid or lowest evaluated cost proposal is less than one million dollars (\$1,000,000), a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business protesting party may submit a written petition for exemption from the protest bond requirement of subsection (c). The petition shall include clear evidence of a minority-owned business, woman-owned business, service-disabled veteran-owned

business, or small business status. On the day of receipt, the petition shall be given to the chief procurement officer. The chief procurement officer has seven (7) calendar days in which to make a determination. If an exemption from the protest bond requirement is granted, the protest shall proceed as though the bond were posted. Should the chief procurement officer deny an exemption from the requirement, the protesting party shall post the protest bond with the chief procurement officer as required in subsection (c) within five (5) calendar days of the determination.

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

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

## **10. CONTRACT TERM**

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

## **11. COMMENCEMENT OF SERVICES**

MSCBE shall have no obligation to pay for services performed before MSCBE approves the contract or after it ends. MSCBE shall have no obligation to pay for services in excess of the monetary amount of the award. MSCBE shall have no obligation to pay for services before a purchase order is issued.

## **12. ADDENDA**

- a. **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Unless otherwise specified in the General Terms and conditions, inquiries are to be emailed to the Buyer, "INQUIRY" and the RFP name and number must be noted on the envelope. Alternatively, inquiries may be e-mailed to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- b. **ISSUANCE:** Any changes to the RFP specifications will be made through the appropriate addenda. Failure of any Supplier to receive such addenda or interpretation shall not relieve any Supplier from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

## **13. ANNULMENTS AND RESERVATIONS**

- a. **RIGHT TO REJECT:** MSCBE reserves the right to exercise its statutory option to reject

any or all proposals and re-advertise for other proposals. MSCBE reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and MSCBE also reserves the right not to order any items(s) within the specification.

- b WAIVER OF TECHNICAL DEFECTS: MSCBE reserves the right to waive technical defects, if in its judgment the interest of MSCBE shall so require.
- c CONTRACT RESERVATIONS: MSCBE reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon MSCBE materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of MSCBE to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, MSCBE reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, MSCBE reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.
- d AUTHORITY TO DEBAR OR SUSPEND The Procurement Director shall have the authority to request debar a person or company for cause from consideration for award of contracts.

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

- a TERMINATION FOR NON-APPROPRIATION OF FUNDS: MSCBE may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. MSCBE shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b TERMINATION FOR DEFAULT: When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of MSCBE. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- c TERMINATION FOR CONVENIENCE: MSCBE has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.
- d Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, be providing thirty (30) calendar days' written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of

termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

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

## 15. GOVERNING LAW & VENUE

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

## 16. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to MEMPHIS - SHELBY COUNTY BOARD OF EDUCATION, Accounts Payable Office, Room 160 S. Hollywood St., Room 250, Memphis, TN 38112 (unless otherwise noted). **Vendors must receive written authorization from Procurement to redirect invoice submission to another location other than Accounts Payable.**
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify MSCBE Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by MSCBE, then MSCBE shall have no obligation to pay for the stale invoices.
- e. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of MSCBE. Vendor and its employees, agents, volunteers and vendors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and MSCBE for the mutual disclosure of such records by and among the Vendor, MSCBE and MSCBE' employees, agents, volunteers and vendors.
- f. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the SHELBY COUNTY BOARD OF EDUCATION, Superintendent and their respective

elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the MSCBE and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Vendor or its employees, agents, or volunteers.

g. INSURANCE:

1. The vendor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of MSCBE, damage to the property of others, including MSCBE, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-vendor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.

All contractors, vendors or service providers coming on to District premises to do work or provide services are required to have insurance. Insurance is necessary to cover any claims or losses for which the contractor/vendor may be responsible for. Schools or central office departments should verify a current Certificate of Insurance, including endorsements from the contractor or vendor is on file with Procurement Services prior to the beginning of work and/or the start of a contract. A Certificate of Insurance is a standard form issued by the insurance company evidencing the insurance information (including policy limits and types of insurance) of its policyholder.

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

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



- For Charter Bus Companies, the minimum Automobile Liability coverage required is \$5,000,000.

#### **Other Insurance Coverage That May Be Required:**

- **Professional Liability (Errors & Omissions):** Not less than \$1,000,000 per occurrence and aggregate to be maintained for the duration of the agreement and three years following its termination.
  - This insurance requirement applies when a supplier has a professional designation or license and/or is providing professional services. The minimum limit for architects and engineers is \$2,000,000 per occurrence and in the aggregate and may be increased depending upon the nature of the services to be provided to the District.
- **Umbrella or Excess Liability Coverage:** Not less than \$4,000,000 per occurrence and in the aggregate.
  - This coverage typically sits above the underlying General Liability, Automobile Liability and Professional Liability policies. Depending on the scope and work to be performed in the proposed agreement, this policy may be required in order for the vendor to be able to meet the minimum insurance requirements.
  - Required for all construction, security, IT, and healthcare related contracts.
- **Cyber Risk Insurance:** Not less than \$2,000,000 per claim to be maintained for the duration of the agreement and three years following its termination.
  - This insurance requirement applies when a third party will be using, storing or accessing private, confidential or protected information.
- **Environmental Liability:** Not less than \$2,000,000 per claim and in the aggregate.
  - This insurance requirement applies when a vendor will be performing environmental clean-up work (decontamination/remediation), will be working with hazardous substance or waste, or may have similar such exposures while performing work under the proposed agreement. Higher limits of environmental liability coverage may be required depending upon the scope of work.

*Vendors and contractors shall name the Board of Education Memphis - Shelby County Schools, it's officers, agents, employees and volunteers as an additional insured on its general liability insurance policy.*

Coverages and limits are to be considered as minimum requirements and in no way limits the liability of the vendor, contractor or service provider.

All policies shall evidence insurance written by carriers authorized to conduct business in the State of Tennessee and rated at least "A" in A.M. Best's Key Rating Guide.

Renewal certificates of insurance shall be provided annually to Procurement Services until all work is completed.

Please contact Risk Management, Sandra Burgess, [burgessse@scsk12.org](mailto:burgessse@scsk12.org) or 416-1997 with any questions.

3. The certificate on this insurance shall be made in favor of the **Shelby County Board of Education, Memphis TN 38112** and indicate paid up coverage for the term of the contract.
4. The certificate of insurance **TO BE SUBMITTED** to the PROCUREMENT OFFICE, 160 S. HOLLYWOOD ST., MEMPHIS, TN 38112.
5. It will be the responsibility of the successful Respondent(s) to ensure that a **current** Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.
6. The cost of the above insurance shall be considered an overhead or operating expense to the Vendor, similar to rental costs, utilities, automobile liability insurance, and other business-related expenses. **The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Request for Proposal.**
- h. NON-ASSIGNABILITY: This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of MSCBE. Any attempt to do so without such written consent shall be null and void of no effect.
- i. INDEPENDENT VENDOR: Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- j. GENERAL RECORDS CLAUSE: Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by MSCBE and made available by the Vendor to MSCBE and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.
- k. SOLE AGREEMENT: This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or proposals shall not be considered a part of this Contract.

- I. PROTECTION OF PROPERTY: Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at MSCBE sites and all material furnished by MSCBE ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to MSCBE as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.
- m. PUBLIC STATEMENTS: Vendor shall not use or reference the Name or Emblem of MSCBE in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of MSCBE, which consent will not be unreasonably withheld. Purchase by MSCBE of any articles, material, merchandise, or service does not imply that MSCBE has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of MSCBE in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of MSCBE is prohibited by the United States Criminal Code - Section 706.

## **17. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE**

After award of individual contracts, any questions or correspondence related but not limited to the following matters must be directed to the PROCUREMENT OFFICE SHELBY COUNTY BOARD OF EDUCATION, MEMPHIS, TENNESSEE, 38112, in writing:

In the event of strikes, Acts of God, or other circumstances beyond the vendors control which prevent completion of service or delivery, the vendor must secure temporary contractual relief. The circumstances and duration must be stated by the vendor in writing and be forwarded to the PROCUREMENT OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PROCUREMENT OFFICE, for those goods and services which are necessary for the day to day needs of MSCBE.

## APPENDIX B-ADDENDUM ACKNOWLEDGEMENT

### **RFP #03232022MT** **MSCS CONSTRUCTION PROJECT MANAGEMENT SERVICES**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Email

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

**APPENDIX C – REFERENCES**

**RFP #03232022MT**

**MSCS CONSTRUCTION PROJECT MANAGEMENT SERVICES**

**1.**

**Client Name:**

---

**Address:**

---

**Services Provided:**

---

**Date(s)of services:**

---

**Contact Name & Title:**

---

**Phone No:**

---

**Email Address:**

---

**2.**

**Client Name:**

---

**Address:**

---

**Services Provided:**

---

**Date(s)of services:**

---

**Contact Name & Title:**

---

**Phone No:**

---

**Email Address:**

---

**3.**

**Client Name:**

---

**Address:**

---

**Services Provided:**

---

**Date(s)of services:**

---

**Contact Name & Title:**

---

**Phone No:**

---

**Email Address:**

---

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

**RFP #03232022MT**  
**MSCS CONSTRUCTION PROJECT MANAGEMENT SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RFP #03232022MT**  
**MSCS CONSTRUCTION PROJECT MANAGEMENT SERVICES**

**Certification Regarding Debarment, Suspension  
Ineligibility and Voluntary  
Exclusion—Primary and/or Lower Tier Covered Transactions**

- (1) The prospective participant certifies to the best of its knowledge, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) The prospective participant and its principals have not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) The prospective participant and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses in Paragraph 2 of this certification.
- (4) The prospective participant and its principals have not, within a three (3) year period preceding this application/proposal, had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- (5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of:

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

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

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

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

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

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

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

**RFP #03232022MT**  
**MSCS CONSTRUCTION PROJECT MANAGEMENT SERVICES**

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

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

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

Signature of:

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

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

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

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

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

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



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

**RFP #03232022MT  
MSCS CONSTRUCTION PROJECT MANAGEMENT SERVICES**

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME OF SURETY: (TYPE OR PRINT) \_\_\_\_\_

NAME OF AGENT: (TYPE OR PRINT) \_\_\_\_\_

AGENT'S PHONE NO: \_\_\_\_\_

The below signed hereby certifies that the following information is true and correct. [Please note there may be other minimum coverage requirements based on the specifics of the project. Please see Appendix A-16 (Contract Terms and Conditions) – g (Insurance).]

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

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

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

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

- MSCBE is hereby named as Additional Insured.

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

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

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

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

MSCBE is hereby named as Additional Insured.

The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to MSCBE.

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

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

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

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

---

(AUTHORIZED AGENT'S SIGNATURE)

---

(DATE)

## **LOCAL PREFERENCE PURCHASING**

### **I. PURPOSE**

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

### **II. SCOPE**

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

### **III. DEFINITION**

- A. Local Preference Purchasing means giving preference to businesses located within Shelby County, Tennessee in the purchase of personal property, materials, and contractual services and in constructing improvements to real property or to existing structures.
- B. Local Business means a vendor or contractor who holds a valid license to do business in Shelby County, Tennessee; has a street address within the limits of said locality for a continuous period of at least six (6) months prior to bid or proposal opening date; and has proof that Shelby County Personal Taxes are current (applies to local businesses who have been doing business in Shelby County, Tennessee for a year or more).

### **IV. POLICY STATEMENT**

The Shelby County Board of Education recognizes that a significant amount of funds are spent on purchasing personal property, materials, and contractual services

and in constructing improvements to real property or to existing structures. The Board also recognizes that dollars used in making purchases are derived largely from revenues generated from businesses located within Shelby County, Tennessee. The Board believes that funds generated in the community should be placed back into the local economy. Therefore, it is the policy of Shelby County Board of Education to provide a preference to local businesses in procurement transactions whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

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

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

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

### **Exceptions**

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

### **Restrictions**

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

## **V. RESPONSIBILITY**

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

## Appendix I – Pricing Schedule

RFP #03232022MT

### MSCS CONSTRUCTION PROJECT MANAGEMENT SERVICES

*Respondent must list the cost for services as described in the RFP.*

**Cost for services for an assigned project based on the RFP scope of services:**

School	Type	Prime/General Contractor's Budget	Project Duration	Substantial Completion Date(s)	Final Completion Date(s)	Respondents' Pricing
Geeter K-8	Addition	\$6,174,465.00	16 months	May 30, 2024	June 30, 2024	
Geeter K-8	HVAC	\$5,263,280.00	12 months	May 30, 2024	June 30, 2024	
Havenview MS	HVAC	\$5,134,943.00	12 months	May 30, 2024	June 30, 2024	
Whitehaven ES	HVAC	\$2,699,097.00	12 months	May 30, 2024	June 30, 2024	
Playgrounds	Equipment Replace/ Repair	\$5,000,000.00 (Estimated overall total of prime general contractor's budget.)	12 months	May 30, 2024	June 30, 2024	

**GRAND TOTAL:** \$\_\_\_\_\_

**Please see: Section 5. Item Delivery - section e. liquidated damages**

# APPENDIX J

## **Davis-Bacon Act and Related Acts**

**([40 USC §3141 et seq.](#); [29 CFR Parts 1, 3, 5, 6 and 7](#))**

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

### **Employee Rights**

The Davis-Bacon and Related Acts provide laborers and mechanics on covered contracts the right to receive at least the locally prevailing wages (including fringe benefits), as determined by the Department of Labor, for the type of work performed. The [Wage and Hour Division](#) and respective federal contracting agencies accept complaints of alleged Davis-Bacon violations

### **Notices and Posters**

Every employer performing work covered by the labor standards of the DBRA must post the WH-1321 ["Employee Rights Under the Davis-Bacon Act" poster](#) at the site of the work in a prominent and accessible place where it may be easily seen by workers. The applicable wage determination must be similarly posted.

### **Recordkeeping**

Under the Davis-Bacon and related Acts, covered contractors must maintain payroll and basic records for all covered laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- Name, address, and social security number of each worker
- Each worker's work classifications
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid





- Detailed information regarding bona fide fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- If applicable, detailed information regarding approved apprenticeship or trainee programs

Some of the records required to be kept under the law are also required under the Fair Labor Standards Act. See Wage and Hour Division [Fact sheet #21: Recordkeeping Requirements under the Fair Labor Standards Act \(FLSA\)](#).

### Reporting

Each covered contractor and subcontractor must, on a weekly basis, provide the contracting agency a copy of all payrolls providing the information listed above under "Recordkeeping" for the preceding weekly payroll period, except that that full social security numbers and home addresses shall not be included on weekly transmittals, and instead the payrolls only need to include an individually identifying number for each worker (e.g., the last four digits of the worker's social security number). Each payroll submitted must be accompanied by a "Statement of Compliance" using page 2 of [Form WH-347 Payroll \(For Contractors Optional Use\)](#), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the contractor or subcontractor, or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and delivered to a representative of the federal or state agency in charge. This must be submitted within seven days after the regular pay date for the pay period.

From time to time, contractors may also be asked to submit, via survey, wage data from construction projects on which they have employed laborers and mechanics for use by WHD in determining the locally prevailing wage rates that will apply to Davis-Bacon and related Acts-covered projects in the future. The submission of wage data is encouraged, but voluntary. When new surveys are conducted to enable WHD to reflect the locally prevailing wages, contractors and others may use the [WD-10 Form, Report of Construction Contractor's Wage Rates](#).