

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 April 21, 2023 @ 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 Manager at Risk (CMAR) New East Region High School

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 BRAXTONL @scsk12.org, and received by SCBE no later than April 6, 2023 @ 11:00 AM/CST

ISSUED BY: LaQueeya Braxton, Senior Buyer RFP # 04212023LB

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 Memphis-Shelby County Schools Local Preference Purchasing Board Policy 2011, local preference purchasing means giving preference to businesses located within Shelby County, Tennessee where local vendors must have a physical address located within the limits of Shelby County for at least six (6) months prior to the bid or proposal opening date. A Post Office Box is not acceptable.

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

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## PART I: SCOPE OF WORK

### 1.0 BACKGROUND

Shelby County Board of Education (SCBE) is the legal name of the Memphis-Shelby County Schools (MSCS) district. MSCS is Tennessee's largest public school district and is among the 25 largest public-school districts in the United States. MSCS serves approximately 110,500 students in 214 schools. We employ more than 6,000 teachers and 7,900 support personnel to serve our unique student population while offering programming and services to fit the needs of all our students.

Memphis-Shelby County Schools has created a data-driven culture that serves as the backdrop for strategic decision-making and informed solution-based decisions. The information gleaned from data, research-based strategies, and performance outcomes provides our district with amazing opportunities to offer high-quality educational options to every student.

The MSCS mission is to prepare all students for success in learning, leadership, and life through three strategic initiatives. The initiatives are:

1. Strengthen Early Literacy (K-2) and Continuing Literacy (3-12)
2. Recruit, Retain, Immerse, and Entrench
3. Relevant, Rigorous, and Equitable Academics

### 2.0 SCOPE OF SERVICES

SCBE requests proposals for **Construction Manager at Risk (CMAR) New East Region High School**. 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. Please see Part V Scope of Services for detailed scope of services on pages 19-21.

### 3.0 NON-EXCLUSIVE

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

## 5.0 M/WBE PARTICIPATION

A Minority or Woman-owned Business Enterprises goal has been set for **Construction Manager at Risk (CMAR) New East Region High School** project it is **24.2%**. The Respondent shall take affirmative action to ensure that minority-owned and women-owned businesses, which have been certified by the City of Memphis, Memphis and Shelby County Airport Authority, Mid-South Minority Business Council Continuum – Uniform Certification Agency (UCA), Shelby County Government or Tri-State Minority Supplier Development Council (TSMSSDC) and approved by SCBE, are utilized when possible as sources of supplies, equipment, construction and services for Memphis-Shelby County Schools. Please see **Appendix J - MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES UTILIZATION**. All forms in **Appendix J** must be completed and submitted with the bid/proposal. If the forms are not completed and submitted with the bid/proposal, the submitted response will be an invalid bid/proposal. Please note that the non-expired certificate is to be submitted with the bid/proposal.

## **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 SCBE and/or third-party participant.

### **2.0 TERM OF AGREEMENT**

The anticipated term of this contract is an initial three (3) years with provisions to extend the agreement an additional two (2) one-year terms with the approval of both the Shelby County School District and the Construction Management Company.

- A. SCBE 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**

A **mandatory** Pre-proposal Conference will be held at the Teacher and Learning Academy (TLA), 2485 Union Avenue, Memphis, TN 38112 on Wednesday, April 5, 2023 @ 11:00 a.m. CST.

### **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 April 6, 2023 @ 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 SCBE website [www.scsk12.org/procurement/bids](http://www.scsk12.org/procurement/bids) and News Paper. Please do not submit question in PDF format.

## RFP Schedule

<b>RFP Post</b>	<b>March 31, 2023</b>
<b>Pre-Proposal Conference</b>	<b>April 5, 2023 @ 11:00 am CST</b>
<b>Questions Due</b>	<b>April 6, 2023 @ 11:00 am CST</b>
<b>Q&amp;A Post on Website</b>	<b>April 10, 2023 by close of business</b>
<b>RFP Due Date/Time</b>	<b>April 21, 2023 @ 2:00 pm CST</b>

### 5.0 POINT OF CONTACT

LaQueeya Braxton, Senior Buyer  
Procurement Office  
[BRAXTONL@scsk12.org](mailto:BRAXTONL@scsk12.org)

### 6.0 CONTRACT FACILITATOR /SCBE 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.

SCBE 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 SCBE'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 SCBE 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 **April 21, 2023 @ 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 SCBE' 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 Respondent(s) fails to deliver the goods or services of the contract in accordance with the specifications, SCBE reserve the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of SCBE. All additional expenses incurred by SCBE 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 Memphis-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 Memphis-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 Memphis-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. Vendors violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles SCBE 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

Respondents are required to submit a bid bond in the amount of five percent (5%) as determined by SCBE and specified in the RFP, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that may exceed \$100K.

The bond must be made in favor of the **SHELBY COUNTY BOARD OF EDUCATION, MEMPHIS, TENNESSEE 38112.**

**PERFORMANCE AND LABOR BOND** The successful respondent are required to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by SCBE and specified in the RFP, of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceeds 100K.

The bond, cashier or certified check must be made in favor of the **SHELBY COUNTY BOARD OF EDUCATION, MEMPHIS, TENNESSEE 38112.**

## 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. SCBE shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, SCBE 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. 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 must 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 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. BACKGROUND AND QUALIFICATIONS**

Provide basic company information: Company name, address, name of primary contact, telephone number, fax number, e-mail address, and company website (if available). If the firm has multiple offices, the qualification statement shall include information about the parent company and branch office separately. Identify office from which project will be managed and this office's proximity to the project site. If applicable, indicate the year the local office was established and the number of persons staffing that office and their disciplines. Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the offeror a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture, or other structure?

Briefly describe the history and growth of your firm(s). Provide general information about the firm's personnel resources, including disciplines and numbers and classifications of employees, and locations and staffing of offices.

**TAB D. PROJECT EXPERIENCE**

Provide examples of three to five most recent relevant projects your firm has performed as a CMAR or General Contractor, especially related to projects similar in scope and size in the last five (5) years. Include the following information:

1. Project name, location and dates during which services were performed.
2. Project delivery method
3. Brief description of the project, including description of building(s) in scope and square footage(s), and site area. Include photographs.
4. List the individuals who served as the Project Executive/Director, Project Manager, Superintendent, and Cost Estimator on the projects. Please note whether these individuals are still employed with your firm.
5. Owner's stated satisfaction of your firm and/or reference
6. Owner's current contact information
7. Include the total quantity of change orders and net total cost increase of change orders to the project.
8. Summarize the actual schedule performance relative to the initial project schedule.
9. Identify all projects which had a negotiated fee or guaranteed maximum price.
10. Identify all projects (description and cost) which had a Guaranteed Maximum Price prior to completion of the documents.

11. Provide detailed information on your firm's experience with construction protocols that may be unique.

**TAB E. PROJECT TEAM AND AVAILABILITY**

Provide an organizational chart for the Project including current resumes of all key team members. Identify the personnel proposed for this Project who will be stationed at the

Project site. Include an organizational chart for these on-site personnel including names and job titles for all positions above General Foreman. At a minimum, include Project Executive, Project Manager, Project Engineer(s), Superintendents and Job Accountant. The organizational chart should include all key personnel, even if positions have not been filled at this time. The Project Executive, Project Manager, Project Engineer and Project Superintendent(s) should be available for interview by MSCS. The personnel assigned to the Project must be dedicated to and remain on the Project until completed absent written authorization from MSCS. For each of the above personnel, provide current resumes listing relevant project experience and percentage of the person's time to be committed to this project.

Identify the personnel who will be directly involved in the management of the Project but not working on site. Identify which of these personnel will be involved in pre-construction services. Attach an organizational chart which clearly shows the names and job titles of these off-site personnel. It is understood that the salaries and costs associated with these personnel is to be included in the proposed CM fee. The personnel assigned to the Project must remain on the Project until completed. Provide for each of the above personnel current resumes listing relevant project experience and percentage of the person's time to be committed to this project.

If you are submitting on the basis of a joint venture, explain the planned business relationship and define division of responsibilities. Explain how workers' compensation insurance rates may be affected by the joint venture arrangement.

Identify the individual who, from project start to finish, will be the leader of your construction team and the principal point of contact between your firm and the Owner, the Architect, and other consultants.

Provide a statement of and assessment of the present workload of the CM.

**TAB F. PROJECT APPROACH**

Provide an approach for the Project and current Project Schedule to help the design team focus its efforts to meet the Project goals of being substantially complete by May 2026 and opening the New East Region High School in August 2026.

1. With regards to your firm's overall role in the project, please provide a statement of your definition of the role, your anticipated level of management responsibility and accountability for project concerns. Describe your process for efficiently resolving issues and maintaining the project commitments while working collaboratively with MSCS, Program Manager, Architect, and others as applicable. Provide detailed procedures for routine solving of complex project

issues without compromising your team commitments. Provide your proposed methods and plans for communication.

2. Describe your detailed cost estimating services, the Guaranteed Maximum Price (GMP) development and contingency management. Include a detailed project cost estimate of similar format to the one proposed for this project.

3. Provide your detailed cost management plan for controlling costs on this project within the GMP during construction. Describe your systems and procedures for controlling costs during construction, including change order management.

4. Provide your detailed change management plan for managing cost and schedule exposures within the stated limitations.

5. Provide your procurement and workforce plan including details on your plan to assure local contractor opportunity. Describe how your firm intends to arrange the construction into bid packages in order to reach MSCS' schedule and budget objectives.

6. Provide your detailed schedule management plan for this project during construction. Describe systems and procedures your firm uses to manage the project schedule. Describe alternatives that may be explored to shorten the schedule.

7. Provide your detailed subcontractor management plan including, contract document compliance procedures, project accounting procedures, and issue resolution.

8. Provide your closeout management plan for this project. Describe your systems and procedures for your closeout plan.

9. Provide your quality assurance plan for this project. Describe your firm's approach for validating compliance with the construction documents. Explain your process for ensuring quality workmanship.

10. Provide your safety and site logistics plan for this project.

11. Provide your detailed plan for applying any services not specifically mentioned herein. Explain the relevance of these services to this project and how they benefit the project.

## **TAB G. REFERENCES**

Provide a list of at least three (3) references complete with names, address, and phone numbers. If you are submitting on the basis of a joint venture, provide a similar list of references for your joint venture team members.

## **TAB H. ITEMIZED COMPENSATION/PRICING SCHEDULE**

### **(SEE APPENDIX I: COMPENSATION/PRICING SCHEDULE)**

Identify in your estimate the amount of costs for the following:

1. CM's fee: Provide cost of Pre-Construction Services, estimated general conditions, and CM fee as a percentage (%) of construction costs
2. CM's onsite staff and a detailed breakdown of on-site and off-site general conditions cost estimate.
3. CM's Proposed Contingency.
4. Costs for a 100% Performance and Payment Bond.
5. General Conditions to include, but not limited to, the following:
  - a. Construction Manager-at-Risk Services.
  - b. Project supervision.
  - c. Monthly written reports including a daily log and pictorial records of the project progress.
  - d. Temporary office trailers, including office equipment and furnishings with office supplies, telephone, utilities and all reimbursables, as appropriate.
  - e. Project construction signage.
  - f. Temporary sanitation facilities.
  - g. Vehicles for CM supervisors and staff.
  - h. Project Cleanup including necessary equipment.
  - i. Service maintenance, gas and oil for equipment.
  - j. Building layout (including engineers, instruments and supplies).
  - k. Payment and Performance bonds.
  - l. All insurance
  - m. Payroll taxes and insurance on CM firm's personnel and equipment.
  - n. Developing bid packages for work categories in cooperation with the Architect.
  - o. All fees and applicable state and local taxes.
  - p. The fee shall include EPD storm water monitoring associated with construction activity.
  - q. All other testing as required by statute and/or code.
  - r. Indirect overhead
6. Other items which are standard in the industry.

## **TAB I. FISCAL INTEGRITY/FINANCIAL STATEMENTS**

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:

1. Recently audited (or best available) financial statements

2. Dunn and Bradstreet Rating
3. Standard and Poor's Rating
4. Lines of credit
5. Evidence of a successful financial track record
6. Evidence of adequate working capital

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 SCBE.

**TAB J.            FORMS**

1. Bid Bond
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. MWBE PARTICIPATION FORMS (Appendix J)

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

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

**Failure to provide any of the requested information or documents in this solicitation may render the proposal 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 SCBE, 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 SCBE. 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 SCBE.
- D. If applicable, SCBE 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 SCBE, SCBE 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 SCBE 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

<b>Evaluation Criteria</b>	<b>Major</b>
	<b>Weights</b>
Background and Qualifications	5%
Project Experience	25%
Project Team and Availability	20%
Project Approach	20%
Compensation/Pricing Schedule	15%
References	10%
Financial Stability	5%
<b>Total</b>	<b>100%</b>

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

### **1.0 THE SERVICES**

#### **BACKGROUND:**

Pre-construction and Construction Services for the New East Region High School to open August 2026, in collaboration with the project management team, Architectural/Engineering team, and MSCS Department of Major Construction and their representatives.

The prospective CMAR will provide preconstruction services which may include technical and constructability reviews, logistics input, cost evaluation, value engineering, schedule development, and schedule evaluation, in addition to management of the construction. CMAR will be responsible for methods of construction, safety, and the scheduling and coordination of the work of all construction and miscellaneous contracts required for completion of the project within its predetermined budget and schedule. The successful CMAR will be required to work harmoniously with the Program Manager, Architectural/Engineering team, and MSCS Department of Major Construction and their representatives.

The target budget for the construction cost is \$110,000,000.00, which includes pre-construction phase fee and the construction services GMP proposals but does not include owner's contingency.

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

Pre-Construction Phase will include, but not limited to, the following services:

1. Project Planning: The CMAR will work with the project management team and the architect to develop a detailed project plan that includes timelines, budgets, and critical milestones.
2. Design Review: The CMAR will review the design documents to identify any constructability issues or cost issues and provide recommendations for improving the design.
3. Constructability Analysis: The CMAR will conduct a constructability analysis to identify potential issues with the design and provide recommendations for improving the constructability of the project.
4. Value Engineering: The CMAR will conduct a value engineering study to identify cost-saving opportunities and provide recommendations for cost-effective design and construction solutions.
5. Cost Estimating: The CMAR will provide detailed cost estimates for the project, including all direct and indirect costs. This includes full estimates at the conclusion of each design milestone (SD, DD, 50% CD, 100% CD) as well as construction cost input on design progression and decisions between milestones.

6. Scheduling: The CMAR will develop a detailed critical path project schedule that identifies critical milestones and establishes a timeline for the project.
7. Long-Lead Items: The CMAR will help to identify long-lead items, such as specialized equipment, that have longer lead times and need to be ordered early in the project.
8. Procurement and Contracting: The CMAR will help to establish early procurement and contracting strategies to ensure that materials and equipment are ordered in a timely and cost-effective manner to meet the approved project schedule and milestones.
9. Permits and Approvals: The CMAR will obtain necessary permits and approvals early in the project to avoid delays later.
10. Develop requirements for safety, quality assurance, and schedule adherence.
11. Provide anticipated cash flow needs for construction costs once project schedule has been established. Specific attention will be needed for long lead items and/or funding needed for potential early release packages.
12. Bidding and Award: Create bid packages, identify bidder, and generate bidder documents including scope checklists, schedule and conduct pre-bid conferences in conjunction with the Owner, Program Manager, and Architect, advertise and distribute bidding documents; monitor bidder activity, review and analyze bids.
13. Pre-construction Services Fee: The CMAR will charge a Pre-construction Services Fee for the Pre-construction Phase services, which will be billed monthly until the establishment of the GMP.
14. CMAR will review and provide feedback regarding site selection, site evaluation on an as needed basis, to include Geotech sample, zoning status, property survey issues, site topography.

Construction Phase will include, but not limited to, the following services:

1. Construction Management: The CMAR will be responsible for managing the construction process, including all subcontractors and suppliers, and maintain on-site staff for construction management activities.
2. Site Management: The CMAR will manage the project site, including safety and security.
3. Quality Control: The CMAR will ensure that all work is completed to the highest quality standards and ensure conformity to plans.
4. Cost Control: The CMAR will manage the project within the Guaranteed Maximum Price (GMP) and ensure that all direct and indirect costs are within the established budget. Any cost savings from approved value engineering after executed GMP will be added to the CMAR's Contingency. All remaining contingency at the end of the project will be addressed per the terms of the Construction Agreement.

5. Change Management: The CMAR will manage the change order process and ensure that all changes are processed in a timely and efficient manner.

Exceptions to GMP - All other work besides scopes listed on the GMP Summary. Prepare and submit change order documentation for approval by the Program Manager, Architect, and the District.

6. Schedule Management: The CMAR will manage the project schedule and ensure that all critical milestones are met, including delivery, approvals, inspection, testing, construction, and occupancy.

7. Provide and maintain a system for review and approval of submittals and shop drawings.

8. Maintain all project records in Procore.

9. Provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.

10. Closeout: The CMAR will manage the punch list, closeout process, including commissioning and turnover of all documents and training to the owner.

11. Post Construction: The CMAR will be responsible for coordination of any items during the warranty period. All warranty items to be reported to MSCS Construction and Maintenance.

#### Guaranteed Maximum Price (GMP):

The GMP will be established during the Pre-construction Phase and will include all direct and indirect costs, as well as the CMAR's fee. The GMP will be based on the detailed cost estimate and will include a contingency allowance to cover unforeseen or unexpected costs that may arise during the project. The CMAR will be responsible for managing the project within the GMP, and any cost overruns beyond the GMP will be the responsibility of the CMAR.

The CMAR will also provide early deliverables such as identifying long-lead items, establishing procurement, and contracting strategies, obtaining necessary permits and approvals, and providing value engineering and constructability analysis services to ensure that the project stays on track and within budget.

# **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. SCBE shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, SCBE may find said Vendor in default.

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

- a. DIRECTIONS: SCBE 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, "SCBE" 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 SCBE, 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: SCBE 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 SCBE. All expenses of the inspectors shall be borne by SCBE. 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 SCBE, 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 SCBE. 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 SCBE 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 SCBE.
- 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 SCBE 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 SCBE, which would provide sufficient data to enable SCBE 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 SCBE 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. **Piggyback 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 Respondent(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 Respondent. SCBE 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 SCBE has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All respondents are expected to comply with any and all SCBE Ethics Policies that may apply to them individually or as a business entity.
- ii. All respondents should review carefully the conflict of interest policies. Specific attention should be accorded to SCBE Ethics Policies (SCBE Policy 1013) prohibiting SCBE employees from benefiting from business with the school system.
- iii. All respondents are placed on notice that all questions/interpretations concerning SCBE Ethics Policies may be submitted to the Ethics Review Panel in accordance with SCBE 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 SCBE 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 SCBE to determine whether the Vendor's price will be recalculated. SCBE 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:** SCBE 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. SCBE 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 SCBE 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 SCBE 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. SCBE 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 SCBE 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 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: SCBE Facilities Safety Officer, 1364 Farmville, Memphis, TN, 38122.
- e. **LIQUIDATED DAMAGES:** In the event the Awarded Respondent fails to deliver the goods or services of the contract in accordance with the specifications, SCBE reserves the right to purchase the goods/services on the open market in sufficient quantities to

assure the continued operation of SCBE. All additional expenses incurred by SCBE 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 SCBE. 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. SCBE 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 SCBE 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.

SCBE 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 SCBE until Vendors are notified to remove them. Vendors agree that SCBE 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:** SCBE 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. SCBE will consider the Vendor's record and performance of any prior contracts with SCBE, 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 respondent of standing or Vendor may protest to the Buyer a proposed award of a contract for supplies, equipment, services, or maintenance. A respondent of standing is a respondent 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 respondent 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 Financial Officer (CFO) 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 Financial Officer, in violation of subsection (b);
  - b. The protest has been brought or pursued in bad faith; or
  - c. The protest does not state on its face a valid basis for protest.
2. The bond shall be payable to the 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 CFO 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 Financial Officer.
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**

SCBE shall have no obligation to pay for services performed before SCBE approves the contract or after it ends. SCBE shall have no obligation to pay for services in excess of the monetary amount of the award. SCBE 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:** SCBE reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. SCBE reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and SCBE also reserves the right not to order any items(s) within the specification.
- b **WAIVER OF TECHNICAL DEFECTS:** SCBE reserves the right to waive technical defects, if in its judgment the interest of SCBE shall so require.
- c **CONTRACT RESERVATIONS:** SCBE 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 SCBE 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 SCBE 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, SCBE 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, SCBE 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:** SCBE may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. SCBE 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 SCBE. 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: SCBE 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 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 SCBE 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 SCBE, then SCBE 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 SCBE. 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 SCBE for the mutual disclosure of such records by and among the Vendor, SCBE and SCBE' 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 SCBE 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 SCBE, damage to the property of others, including SCBE, 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 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 SCBE. 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 SCBE and made available by the Vendor to SCBE 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.
- l. **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at SCBE sites and all material furnished by SCBE ("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 SCBE 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 SCBE 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 SCBE, which consent will not be unreasonably withheld. Purchase by SCBE of any articles, material, merchandise, or service does not imply that SCBE 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 SCBE in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of SCBE 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 SCBE.

**APPENDIX B-ADDENDUM ACKNOWLEDGEMENT**

**RFP #04212023LB**

**Construction Manager at Risk (CMAR) New East Region High School**

(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 #04212023LB**

**Construction Manager at Risk (CMAR) New East Region High School**

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 #04212023LB**

**Construction Manager at Risk (CMAR) New East Region High School**

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 respondents 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 #04212023LB**

**Construction Manager at Risk (CMAR) New East Region High School**

**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 \_\_\_\_\_  
Respondent, if the respondent is an individual

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

x \_\_\_\_\_  
Officer, if the respondent 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 #04212023LB**

**Construction Manager at Risk (CMAR) New East Region High School**

\_\_\_\_\_, 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 \_\_\_\_\_  
Respondent, if the respondent is an individual

Partner, if the respondent is a partnership

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

x \_\_\_\_\_

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 #04212023LB**

**Construction Manager at Risk (CMAR) New East Region High School**

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).]

<b>TYPE OF COVERAGE</b>	<b>MINIMUM REQUIRED LIMITS</b>	<b>POLICY OR BINDER NUMBER</b>	<b>ACTUAL LIMITS PROVIDED</b>	<b>EXPIRATION DATE</b>
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.

- SCBE 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 SCBE.

- The insurance company is prohibited from pleading government function in the absence of any specific written authority by SCBE.
- 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.
- SCBE is hereby granted authority to contact the agency directly to confirm SCBE information or obtain copies of certificates of insurance. SCBE 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 SCBE. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The successful respondent 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:

SCBE 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 SCBE.

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

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.





**YEAR 1 – PAGE 2**

<b>CMAR at Risk Services (if applicable)</b>	\$
--	----

<b>Project Supervision (if applicable)</b>	\$
--	----

<b>Monthly written reports</b>	\$
--------------------------------	----

\*\*\*Including a daily log and pictorials records of the project progress

<b>Temporary Office Trailers (workspace)</b>	\$
--	----

\*\*\*Including office equipment and furnishing with office supplies, telephone, utilities and all reimbursables, as appropriate

<b>Project Construction Signage</b>	\$
-------------------------------------	----

<b>Vehicles for CM Supervisors and Staff</b>	\$
--	----

<b>Project cleanup including necessary equipment</b>	\$
--	----

<b>Service maintenance, gas and oil for equipment</b>	\$
---	----

<b>Building layout</b>	\$
------------------------	----

\*\*Including engineers, instruments and supplies

<b>Payroll taxes and insurance on CM's firm personnel and equipment cost</b>	\$
--	----

**YEAR 1 – PAGE 3**

<b>Developing bid packages for work categories in cooperation with the architect</b>	\$
	\$
	\$
	\$

<b>Testing Cost</b>	\$
	\$
	\$
	\$
<b>Total Cost</b>	\$

\*\*\*Provide a list of all testing as required by statute and/or code

<b>Indirect Overhead</b>	\$
	\$
	\$
	\$
<b>Total Cost</b>	\$

\*\*\*Provide a breakdown of any indirect overhead

**YEAR 1 – PAGE 4**

<b>Additional Costs</b>	\$
	\$
	\$
	\$
	\$
<b>Total Cost</b>	\$

\*\*\*Provide a breakdown of any additional costs for items that are standard in the industry.

<b>OVERALL GRAND TOTAL</b>	\$
----------------------------	----

**APPENDIX I – COMPENSATION/PRICING SCHEDULE  
(TO BE SUBMITTED WITH PROPOSAL)**

**RFP #04212023LB**

**Construction Manager at Risk (CMAR) New East Region High School**

**YEAR 2 – PAGE 1**

<b>COST DESCRIPTION</b>	<b>COST (\$)</b>
CM Fee	\$
	\$
	\$
	\$
	\$

\*\*\*Provide cost of Pre-Construction Services, estimated general conditions, and CM fee as a percentage (%) of construction costs.

CM's On-Site Staff	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

\*\*\*Provide a detailed breakdown of onsite and offsite general conditions cost estimate.

CM's Contingency	\$
------------------	----

Performance and Payment Bond	\$
------------------------------	----

**YEAR 2 – PAGE 2**

<b>CMAR at Risk Services (if applicable)</b>	\$
--	----

<b>Project Supervision (if applicable)</b>	\$
--	----

<b>Monthly written reports</b>	\$
--------------------------------	----

\*\*\*Including a daily log and pictorials records of the project progress

<b>Temporary Office Trailers (workspace)</b>	\$
--	----

\*\*\*Including office equipment and furnishing with office supplies, telephone, utilities and all reimbursables, as appropriate

<b>Project Construction Signage</b>	\$
-------------------------------------	----

<b>Vehicles for CM Supervisors and Staff</b>	\$
--	----

<b>Project cleanup including necessary equipment</b>	\$
--	----

<b>Service maintenance, gas and oil for equipment</b>	\$
---	----

<b>Building layout</b>	\$
------------------------	----

\*\*Including engineers, instruments and supplies

<b>Payroll taxes and insurance on CM's firm personnel and equipment cost</b>	\$
--	----

**YEAR 2 – PAGE 3**

<b>Developing bid packages for work categories in cooperation with the architect</b>	\$
	\$
	\$
	\$

<b>Testing Cost</b>	\$
	\$
	\$
	\$
<b>Total Cost</b>	\$

\*\*\*Provide a list of all testing as required by statute and/or code

<b>Indirect Overhead</b>	\$
	\$
	\$
	\$
<b>Total Cost</b>	\$

\*\*\*Provide a breakdown of any indirect overhead

**YEAR 2 – PAGE 4**

<b>Additional Costs</b>	\$
	\$
	\$
	\$
	\$
<b>Total Cost</b>	\$

\*\*\*Provide a breakdown of any additional costs for items that are standard in the industry.

<b>OVERALL GRAND TOTAL</b>	\$
----------------------------	----





**YEAR 3 – PAGE 2**

<b>CMAR at Risk Services (if applicable)</b>	\$
--	----

<b>Project Supervision (if applicable)</b>	\$
--	----

<b>Monthly written reports</b>	\$
--------------------------------	----

\*\*\*Including a daily log and pictorials records of the project progress

<b>Temporary Office Trailers (workspace)</b>	\$
--	----

\*\*\*Including office equipment and furnishing with office supplies, telephone, utilities and all reimbursables, as appropriate

<b>Project Construction Signage</b>	\$
-------------------------------------	----

<b>Vehicles for CM Supervisors and Staff</b>	\$
--	----

<b>Project cleanup including necessary equipment</b>	\$
--	----

<b>Service maintenance, gas and oil for equipment</b>	\$
---	----

<b>Building layout</b>	\$
------------------------	----

\*\*Including engineers, instruments and supplies

<b>Payroll taxes and insurance on CM's firm personnel and equipment cost</b>	\$
--	----

**YEAR 3 – PAGE 3**

<b>Developing bid packages for work categories in cooperation with the architect</b>	\$
	\$
	\$
	\$

<b>Testing Cost</b>	\$
	\$
	\$
	\$
<b>Total Cost</b>	\$

\*\*\*Provide a list of all testing as required by statute and/or code

<b>Indirect Overhead</b>	\$
	\$
	\$
	\$
<b>Total Cost</b>	\$

\*\*\*Provide a breakdown of any indirect overhead

**YEAR 3 – PAGE 4**

<b>Additional Costs</b>	\$
	\$
	\$
	\$
	\$
<b>Total Cost</b>	\$

\*\*\*Provide a breakdown of any additional costs for items that are standard in the industry.

<b>OVERALL GRAND TOTAL</b>	\$
----------------------------	----



**YEAR 4 (Optional  
Renewal) – Page 2**

<b>CMAR at Risk Services (if applicable)</b>	\$
--	----

<b>Project Supervision (if applicable)</b>	\$
--	----

<b>Monthly written reports</b>	\$
--------------------------------	----

\*\*\*Including a daily log and pictorials records of the project progress

<b>Temporary Office Trailers (workspace)</b>	\$
--	----

\*\*\*Including office equipment and furnishing with office supplies, telephone, utilities and all reimbursables, as appropriate

<b>Project Construction Signage</b>	\$
-------------------------------------	----

<b>Vehicles for CM Supervisors and Staff</b>	\$
--	----

<b>Project cleanup including necessary equipment</b>	\$
--	----

<b>Service maintenance, gas and oil for equipment</b>	\$
---	----

<b>Building layout</b>	\$
------------------------	----

\*\*Including engineers, instruments and supplies

<b>Payroll taxes and insurance on CM's firm personnel and equipment cost</b>	\$
--	----

**YEAR 4 (Optional  
Renewal) – Page 3**

Developing bid packages for work categories in cooperation with the architect	\$
	\$
	\$
	\$

Testing Cost	\$
	\$
	\$
	\$
<b>Total Cost</b>	\$

\*\*\*Provide a list of all testing as required by statute and/or code

Indirect Overhead	\$
	\$
	\$
	\$
<b>Total Cost</b>	\$

\*\*\*Provide a breakdown of any indirect overhead

**YEAR 4 (Optional  
Renewal) – Page 4**

<b>Additional Costs</b>	\$
	\$
	\$
	\$
	\$
<b>Total Cost</b>	\$

\*\*\*Provide a breakdown of any additional costs for items that are standard in the industry.

<b>OVERALL GRAND TOTAL</b>	\$
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**YEAR 5 (Optional  
Renewal) – Page 2**

<b>CMAR at Risk Services (if applicable)</b>	\$
--	----

<b>Project Supervision (if applicable)</b>	\$
--	----

<b>Monthly written reports</b>	\$
***Including a daily log and pictorials records of the project progress	

<b>Temporary Office Trailers (workspace)</b>	\$
***Including office equipment and furnishing with office supplies, telephone, utilities and all reimbursables, as appropriate	

<b>Project Construction Signage</b>	\$
-------------------------------------	----

<b>Vehicles for CM Supervisors and Staff</b>	\$
--	----

<b>Project cleanup including necessary equipment</b>	\$
--	----

<b>Service maintenance, gas and oil for equipment</b>	\$
---	----

<b>Building layout</b>	\$
**Including engineers, instruments and supplies	

<b>Payroll taxes and insurance on CM's firm personnel and equipment cost</b>	\$
--	----

**YEAR 5 (Optional  
Renewal) – Page 3**

Developing bid packages for work categories in cooperation with the architect	\$
	\$
	\$
	\$

Testing Cost	\$
	\$
	\$
	\$
<b>Total Cost</b>	\$

\*\*\*Provide a list of all testing as required by statute and/or code

Indirect Overhead	\$
	\$
	\$
	\$
<b>Total Cost</b>	\$

\*\*\*Provide a breakdown of any indirect overhead

**YEAR 5 (Optional  
Renewal) – Page 4**

<b>Additional Costs</b>	\$
	\$
	\$
	\$
	\$
<b>Total Cost</b>	\$

\*\*\*Provide a breakdown of any additional costs for items that are standard in the industry.

<b>OVERALL GRAND TOTAL</b>	\$
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## APPENDIX J - MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES UTILIZATION

### **THIS PROJECT IS SUBJECT TO SCBE Policy 2010: MINORITY, WOMEN-OWNED AND SMALL BUSINESS ENTERPRISE PARTICIPATION.**

The BIDDER, CONTRACTOR, RESPONDENT, OR CONSTRUCTION MANAGER shall take affirmative action to ensure that minority-owned and women-owned businesses, which have been certified by the City of Memphis, Memphis and Shelby County Airport Authority, Mid-South Minority Business Council Continuum – Uniform Certification Agency (UCA), Shelby County Government or TriState Minority Supplier Development Council (TSMSDC) and approved by SCBE are utilized when possible as sources of supplies, equipment, construction, and services for Memphis-Shelby County Schools.

### **MWBE PROJECT SPECIFIC GOAL**

**The BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER provides materials, supplies, equipment, professional/ non-professional service, and construction for this project shall attempt to achieve the MWBE participation goal for this project.**

In achieving this established project goal, the **MWBE participation goal of 24.2 %** is defined as the total dollar value of the subcontracts awarded to certified minority business enterprises (MBE), or certified woman-owned business enterprises (WBE), divided by the total dollar value bid amount. One or more MWBE may be utilized to meet the established goal. The type of work to be performed by the MWBE participant(s) and must be a commercially useful function of the project.

The BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER certifies that the amount of the contract will be performed by certified minority or woman-owned business enterprises. A copy of the non-expired certification will be submitted with bid materials. Eligible MWBEs must be certified by the bid opening date. BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGERS are required to complete and submit all of the MWBE Participation Documents including **GOOD FAITH EFFORTS FORM** when MWBE participation goals are not satisfied in the bid response.

### **ELIGIBLE MWBE FIRMS**

**IT IS THE RESPONSIBILITY OF THE BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER AND THE BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER MUST VERIFY WITH MEMPHIS-SHELBY COUNTY SCHOOLS (CONTACT INFO BELOW) THAT ANY MWBE FIRM(S) UTILIZED TO MEET THE PARTICIPATION GOAL ARE CERTIFIED AS A MWBE FIRM WITHIN SHELBY COUNTY.** A listing of current MWBE certified firms can be found on Memphis-Shelby County Schools Department of Minority & Women-Owned Business Enterprises webpage <http://www.scsk12.org/mwbe/>. To find the best results from the **Certified Vendor Directory**, it is recommended to download the entire directory including commodity codes. One or a combination of several MWBEs may be utilized to meet the established project goal. **For purposes of this program the MWBE owner must reside within the Shelby County and possess a Shelby County, Tennessee business license.**

### **GOOD FAITH EFFORTS**

If the established project goal in Architecture & Engineering, Construction, Goods, Nonprofessional Services and/or Professional Services participation by MWBE businesses is not achieved, responsive BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER shall provide the required documentation of good faith efforts and the MWBE firms that will be used on the project (*see attached Good Faith Effort form*).

### **MINORITY BUSINESS ENTERPRISE (MBE)**

A business enterprise which is at least 51% owned operated and independently controlled by a person or persons who are minority group members. For these purposes, minority group members are: African Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, who are United States citizens. The business must be certified by an approved accredited certification agency in order to be counted for purposes of achieving the MWBE participation goals.



**APPENDIX J - MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES UTILIZATION**

**WOMEN BUSINESS ENTERPRISE (WBE)**

A business, which is at least 51% owned, operated and controlled by a female or group of females and who is/are United States citizens. The business must be certified by an approved accredited certification agency in order to be counted for purposes of achieving the MWBE participation goals.

**JOINT VENTURE (JV)**

When a certified MWBE performs as a participant in a joint venture, MSCS will count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified MWBE performs with its own forces toward fulfilling the contract goal, and not more than the percentage of the contract performed by the joint venture.

**REPORTING:** The BIDDER, CONTRACTOR, RESPONDENT, OR CONSTRUCTION MANAGER shall provide Memphis-Shelby County Schools, Department of Minority & Women-Owned Business Enterprises with all Trade Contractors and Subcontractors participating on this project and associated payments. It is required that this information be updated regularly in the software program [Memphis-Shelby County Schools \(scsk12.smwbe.com\)](http://Memphis-Shelby County Schools (scsk12.smwbe.com)). **The Construction Manager shall consult with the MSCS MWBE Office when reviewing projects for MWBE participation.**

MEMPHIS-SHELBY COUNTY SCHOOLS-SUPPLIER DIVERSITY PROGRAM DOCUMENTATION OVERVIEW		
Form	Submission Requirements	Required Form
<b>MWBE Subcontractor Project Plan and Subcontractor Supplier Utilization Plan</b>  List total percentage and dollar amount of such participation by MWBE subcontractors and suppliers the Vendor will use on the <u>project</u>	Due with bid/proposal	<b>Form A</b>
<b>Letter of Intent to Perform as a Subcontractor or Subconsultant</b>  Identifies MWBE participation that will be used on the <u>project</u>  Form B is signed by the MWBE	Due with bid/proposal, IF the BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER has identified MWBE participation that will be used on the <u>project</u>  Must match firms listed on <b>Form A</b>	<b>Form B</b>
<b>Listing of Good Faith Efforts (GFE)</b>  Indicate the actions you undertook to recruit and solicit minority vendors, subcontractors, vendors, or suppliers for this project and/or other aspects of the company's <u>business</u>  Submit evidence of the BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER's intent to comply with MBE, WBE or SBE Program goals and procedures including documentation for #1 - #15 of the GFE Affidavit	Due with bid/proposal, IF the BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER fails to achieve the MWBE established project goal	<b>Affidavit</b>
<b>MWBE GOOD FAITH EFFORT DOCUMENTATION LIST ALL CERTIFIED MWBE FIRMS NOTIFIED</b>  Submit FORM C with Good Faith Effort Affidavit along with other supporting documents	Due with bid/proposal, IF the BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER fails to achieve the MWBE established project goal	<b>Form C</b>

**Request for verification must be submitted to the Memphis- Shelby County Schools, Department of Minority & Women-Owned Business Enterprises listed below:**

Joyce Douglas, MWBE Manager,  
 Memphis-Shelby County Schools, Department of Minority & Women-Owned Business Enterprises  
 3030 Jackson Avenue, 5<sup>th</sup> Floor, Ste. 33  
 Memphis, TN 38112  
 Phone: (901) 416-4737, Email: [douglasja@scsk12.org](mailto:douglasja@scsk12.org)

**(SUBMIT WITH BID) FORM -A**

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) SUBCONTRACTOR  
PROJECT PLAN & SUBCONTRACTOR/SUPPLIER UTILIZATION**

I, \_\_\_\_\_, do hereby certify that on this project,  
(Name of Bidder/Contractor/Respondent/Construction Manager)

we will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with the following MWBE as subcontractors, vendors and/or suppliers.

**Project Title:** \_\_\_\_\_ **Bid/RFP#:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**The following sections must be completed by Bidder/Contractor/Respondent or Construction Manager. A listing of current MWBE certified firms can be found on Memphis-Shelby County Schools-Department of Minority & Women-Owned Business Enterprises webpage <http://www.scsk12.org/mwbe/>. To find the best results from the Certified Vendor Directory, it is recommended to download the entire directory including commodity codes. One or a combination of several MWBEs may be utilized to meet the established project goal. List all MWBE subcontractors/suppliers, including lower tiers, to be used on this project. In accordance with Shelby County Board of Education Policy 2010, the undersigned will enter into a formal agreement for work on this project. Submit additional sheets if necessary. For purposes of this program the M/WBE owner must reside within Shelby County and possess a Shelby County, Tennessee business license.**

<b>Name of Certified Sub-contractor/Supplier</b>	<b>Address and Phone Number</b>	<b>MSCS Vendor #</b>	<b>Type of Work to be Performed</b>	<b>Ownership of Business (see code below)</b>	<b>Dollar (\$) Value of Work &amp; Scope of Work</b>	<b>Percentage of Total Bid Amount</b>

**Total MBE% \_\_\_\_\_**

**Total WBE% \_\_\_\_\_**

Code: MBE – Certified Minority Business Enterprise  
WBE – Certified Woman-Owned Business Enterprise

**M/WBE Prime Bidder/Contractor/Respondent/Construction Manager:** Submission as a Prime MSCS Certified MBE or WBE will count toward the MWBE goal.

**THIS FORM MUST BE SUBMITTED WITH THE BID OR THE BID WILL BE CONSIDERED NON-CONFORMING.**

**THIS FORM-A MUST BE SUBMITTED TO THE MWBE OFFICE BY THE CONSTRUCTION MANAGER AFTER EACH ROUND OF BIDDING FOR SUBCONTRACTING/TRADE CONTRACTS/SUPPLY CONTRACTS, ETC.**

**MEMPHIS-SHELBY COUNTY SCHOOLS**

**FORM B - LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR  
SUBCONSULTANT**

*(PROVIDE MATERIALS, SUPPLIES, and/or SERVICES)*

Project Name: \_\_\_\_\_ Project/Bid # \_\_\_\_\_

Name: \_\_\_\_\_  
Prime Bidder, Contractor, Respondent or Construction Manager

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Certified MBE or WBE Vendor: \_\_\_\_\_

The undersigned intends to perform work in connection with the above project as:

\_\_\_\_ Minority Business Enterprise \_\_\_\_ Woman Business Enterprise

The MWBE status of the undersigned is certified by the City of Memphis, Memphis and Shelby County Airport Authority, Mid-South Minority Business Council Continuum – Uniform Certification Agency (UCA), Shelby County Government or TriState Minority Supplier Development Council (TSMSDC) and approved by Memphis-Shelby County Schools.

Our firm is certified by \_\_\_\_\_

Certification number is \_\_\_\_\_ Expiration date \_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials/supplies in connection with the above project (*specify in detail particular work items, materials or services to be performed or provided*):

Description of work to be performed by certified MBE or WBE vendor:

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

Subcontracting at any tier must be reported and is subject to all MWBE compliance requirements. This form shall be used for MWBE subcontracting at any level.

\_\_\_\_\_  
Name of Certified MBE or WBE Company

\_\_\_\_\_  
Title of Authorized Officer Phone Number Email Address

\_\_\_\_\_  
(Signature) (Date)

**For purposes of this program, the MWBE owner must reside within Shelby County and possess a Shelby County, Tennessee business license.**

**Due with bid/proposal, IF the bidder/contractor/respondent/construction manager has identified MBE or WBE participation that will be used on the project.**

**(SUBMIT AFFIDAVIT WITH BID)**

**MWBE GOOD FAITH EFFORT DOCUMENTATION**

Note: Completion of this form is **not** required if established goals are met or exceeded.

Name: \_\_\_\_\_  
BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER

Project Title: \_\_\_\_\_ Project Number: \_\_\_\_\_

This document is to be completed if the BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER fails to achieve the Minority and Women-Owned Business Enterprise (M/WBE) established goals for the project. The BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER must, at the time of response, submit a Good Faith Efforts statement accompanied by the appropriate documentation justifying its submitted M/WBE percentage.

Criteria listed below are excerpted from the Memphis-Shelby County Schools M/WBE Program Administrative Procedures Manual. A response is required to address each sited paragraph. Failure to provide documentation (evidence) as outlined in the criteria listed below may deem a bid or proposal non-responsive and not further considered for review.

Additional pages may be added as necessary.

1. Attendance at pre-bid meeting, if held:  Yes,  No,  Not Held;
2. Followed up with M/WBEs that attended and the pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities and contacted M/WBEs listed in the MSCS online directory;
3. Notification of Subcontracting Opportunities: BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER must provide to MSCS copies of solicitations for quotes sent to MSCS – M/WBE listed firms in the online directory. Please attach list of all firms notified, detail when and how they were notified (*form attached*);
4. M/WBE Contact: A detailed statement of the efforts made by the contractor up to 10 days before the bid opening to solicit MWBEs through written notices that describe the categories of work for which bid documents can be reviewed, representative of the Prime BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER to contact, and location, date and time when quotes must be received;
5. Made Project Documents Available: Made the pertinent construction plans, specifications, and requirements available for review by prospective M/WBEs at the time of MWBE contact but no less than 10 days before the bid due date;
6. Identified and designated portions of the work to be performed by M/WBEs to increase the likelihood of meeting the Contract Goals (including where appropriate breaking down the contract into reasonably sized subcontracts to ensure participation);
7. Engaged with M/WBE Support Organizations: Worked with MWBE Support Organizations within the 12-month period before bid opening provided training or facilitated workshops sponsored by the MWBE Support Organization;
8. Bonding or Insurance Assistance: Aided in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors or sub-consultants;
9. Negotiate in Good Faith: Negotiated in good faith with interested M/WBEs and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. Provide the names of the M/WBE businesses and email addresses;



**(SUBMIT AFFIDAVIT WITH BID)**

**MWBE GOOD FAITH EFFORT DOCUMENTATION**

Note: Completion of this form is not required if established goals are met or exceeded.

- 10. Financial Assistance: Aided an otherwise qualified M/WBE in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required.
  
- 11. Assisted M/WBEs in obtaining the same unit pricing with the BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER's suppliers in order to help the M/WBEs in establishing credit;
  
- 12. Joint Ventures: Negotiated joint venture and partnership arrangements with M/WBEs in order to increase opportunities for M/WBE participation when possible;
  
- 13. Quick Pay Agreements: Provided quick pay agreements and policies to enable M/WBE to meet cash-flow;
  
- 14. M/WBE Participation on Non-MSCS Contracts: The BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER must submit documentation that during the eighteen (18) month period before bid opening, the BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER paid M/WBEs on non-School Board contracts. BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER must list, document and submit for each non-School Board contract the MWBE subcontractors: (a) the name of the project and parties to the contract; (b) the name of the MWBEs the BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER paid on the project; (c) the amount the BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER paid each MWBE during such period. The MWBE firm must be certified and registered at the time of the MSCS bid or proposal receipt.
  
- 15. BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER notified MSCS MWBE Office at [mwbe@scsk12.org](mailto:mwbe@scsk12.org) concerning difficulties with the established project MWBE goal (**must attach copy of notification**).  Yes or  No
  
- 16. Other good faith efforts:

\_\_\_\_\_

\_\_\_\_\_

Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

State of Tennessee

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Notary Public

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

## MWBE GOOD FAITH EFFORT DOCUMENTATION – ALL CERTIFIED MWBE FIRMS NOTIFIED – FORM C

**Note:** Completion of this form is not required if established project goals are met or exceeded.  
 List all certified MWBE firms notified. Indicate in detail when and how they were notified as well as the results of your efforts.  
 Submit additional sheets, if necessary.

**Bidder/Contractor/Respondent/Construction Manager Name:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

The following certified MBE and/or WBE firms were invited to submit a proposal.

MWBE Type of Goal	Certified Firm Name Address, Phone No. and Email	Certified Firm Contact Person	Methods of Contact	Prime Contact Date	Certified Firm Response	Results of Contact <i>(indicate why suitable or not suitable for work)</i>
<input type="checkbox"/> MBE <input type="checkbox"/> WBE			Phone# Email Fax#	_____ _____ _____		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE			Phone# Email Fax#	_____ _____ _____		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE			Phone# Email Fax#	_____ _____ _____		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE			Phone# Email Fax#	_____ _____ _____		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE			Phone# Email Fax#	_____ _____ _____		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE			Phone# Email Fax#	_____ _____ _____		

**Print Name:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# MEMPHIS-SHELBY COUNTY SCHOOLS SUPPLIER DIVERSITY PROGRAM DOCUMENTATION OVERVIEW

MEMPHIS-SHELBY COUNTY SCHOOLS SUPPLIER DIVERSITY PROGRAM DOCUMENTATION OVERVIEW		
Form	Submission Requirements	Required Form
<p style="text-align: center;"><b>M/WBE Subcontractor Project Plan and Subcontractor Supplier Utilization Plan</b></p> <p>List percentage and total dollar amount of such participation by M/WBE subcontractors and suppliers the Vendor will use on the project</p>	Due with bid/proposal	<b>Form A</b>
<p style="text-align: center;"><b>Letter of Intent to Perform as a Subcontractor or Subconsultant</b></p> <p style="text-align: center;">Identifies M/WBE participation that will be used on the project</p> <p style="text-align: center;"><b>Form B is signed by the M/WBE</b></p>	<p style="text-align: center;">Due with bid/proposal, IF the BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER has identified M/WBE participation that will be used on the <u>project</u></p> <p style="text-align: center;">Must match firms listed on <b>Form A</b></p>	<b>Form B</b>
<p style="text-align: center;"><b>Listing of Good Faith Efforts (GFE)</b></p> <p>Indicate the actions you undertook to recruit and solicit minority vendors, subcontractors, vendors or suppliers for this project and/or other aspects of the company's business</p> <p>Submit evidence of the BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER's intent to comply with MBE, WBE or SBE Program goals and procedures including documentation for #1 - #15 of the GFE Affidavit</p>	Due with bid/proposal, IF the BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER fails to achieve the MWBE established project goal	<b>Affidavit</b>
<p style="text-align: center;"><b>MWBE GOOD FAITH EFFORT DOCUMENTATION</b></p> <p style="text-align: center;"><b>LIST ALL CERTIFIED MWBE FIRMS NOTIFIED</b></p> <p>Submit FORM C with Good Faith Effort Affidavit along with other supporting documents (evidence)</p>	Due with bid/proposal, IF the BIDDER, CONTRACTOR, RESPONDENT OR CONSTRUCTION MANAGER fails to achieve the MWBE established project goal	<b>Form C</b>

**For purposes of this program the MWBE owner must reside within Shelby County and possess a Shelby County, Tennessee business license.**