



Department of Procurement Services

160 South Hollywood Street · Room 126 · Memphis, TN 38112 · (901) 416-5376

06/08/2023

Re: Addendum # 1- MSCS Districtwide Facility Condition Assessment RFP # 062023MT

Dear Respondents:

This Addendum forms a part of the Contract Documents and modifies the Plans and Specifications dated May 26, 2023, and questions and answers posted 06/07/2023. Please note the answer to Question Number 10 has changed. The Contractor shall acknowledge receipt of this Addendum on the form found in the RFP. Failure to do so may subject the Respondent to disqualification.

- 1) Is the district looking for a ASHRAE Level I, Level II Energy Audit, or just Energy efficient replacements?

MSCS is seeking energy efficient replacements and opportunities for energy savings.

- 2) Is the District seeking a high-level ADA assessment as part of this scope of work or are you looking for a legal compliance review with a full evaluation of federal ADA standards where measurements and calculations are performed?

MSCS is seeking a high-level ADA assessment of our facilities.

- 3) What CMMS platform is the District currently using?

MSCS currently uses School Dude but welcomes discussions on other systems.

- 4) Page 14 of the RFP includes “Athletic Facilities and Components” in the list of systems to be assessed. Can you please provide further clarification on the extent of the items included in that category?

MSCS needs assessments of athletic facilities including stadiums, gyms, tracks, baseball/softball fields. Items to assess include restrooms, bleachers, gym floors, concession stands, HVAC (inside), lighting, fencing, etc.

- 5) Page 14 of the RFP includes “Environmental Hazards (i.e., asbestos, lead, etc.)” in the list of systems to be addressed. Can you confirm whether asbestos, lead, etc. testing will be required for this?

No lead or asbestos testing is required. MSCS is seeking the inclusion of environmental hazards that can simply be observed in building materials (i.e., floor/ceiling tiles, lead pipes).

- 6) Page 14 of the RFP includes “Energy Consumption” in the list of systems to be addressed. Can you confirm the level of detail that the District is looking for? Is this a high-level identification of potential opportunities for energy savings, or a detailed-level energy audit?

MSCS is seeking energy efficient replacements and opportunities for energy savings.

- 7) Page 5 – item 8 – Payment terms – this item does not mention progress payments. Will the System entertain monthly progress payments for services provided? For example, site visits, data gathering and processing, report development are done prior to report delivery. Or, will the System only make payments when reports are delivered?

This project is in development and will be finalized once a vendor is selected. Details and timing of payment terms will be discussed with the chosen vendor but will be based on project milestones that will be documented by the vendor but will not necessarily be a report. The district is not opposed to progress payments.

- 8) Page 14 – Phase 3 – States “Data required is for each district facility and must be incorporated into the district’s CMMS or a CMMS recommended by the respondent.” CMMS software is used for work order management, while FCAs are typically stored in Capital Planning software, which we provide. Please clarify if CMMS software is required for this effort.

CMMS software is not required for this RFP, but the district is open to discussions on various CMMS and/or capital planning systems and methods. The goal is to understand the current condition of our facilities and have a clear and accurate method for regularly updating that data. However, work order tracking is also essential to our capital planning effort. If there is a system that handles both, or a means by which the two types of systems could communicate, that would be ideal.

- 9) Page 15 – Timeline Details – asks for a schedule not to exceed 12 months. What is the expected response for Option Year 2 and Year 3 (pages 48 and 49) if the project should be completed within Year 1?

Although the project may or will end within the first year if MSCS would like to utilize these services for future projects within the 2nd or 3rd optional years pricing is provided.

- 10) Pages 50-57 – MWBE – We saw no mention of a participation goal for MWBE. We do not typically subcontract FCA efforts with this scope of work. It increases the cost to the client and reduces consistency in the data. We are a 100% women-owned entity, but not certified in Tennessee or our home state due to local income regulations. Will this be an issue for the System?

In accordance with Appendix J, Respondents with strong local certified MWBE participation are preferred. For purposes of MSCS-MWBE program local certified MWBE owner must reside within Shelby County and possess a Shelby County, Tennessee business license. 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 MWBE firms.

- 11) Would you consider a lump sum/fixed fee contract? Would you please define or show as an exhibit the contract form that is proposed?)

The contract for this project is in development and will be finalized once a vendor is selected. Details and timing of payment terms will be discussed with the selected chosen respondent(s) and will be based on project milestones determined in a timeline review with MSCS. The review committee will be reviewing total (fixed) project costs and the individual phase/component costs of that total while evaluating respondents.

- 12) Does MSCS expect all FCAs to be started and completed in one year?

Yes

13) Page 3 – 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. (Question: To what does this refer? Does this mean that multiple firms will be working on this project?)

No

14)Page 4 – 2.0 TERM OF AGREEMENT The anticipated term of this contract is for an initial one (1) year with the option to renew for two (2) additional one (1) year terms. A. SCBE expects all vendors to provide year-over-year cost reductions recommendations. (Question: Why would cost reductions occur for the FCAs? Should this item be removed?)

No

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. (Question: How does this apply to this FCA RFP? Should this item be removed?)

As costs fluctuate among various commodities, we will accept price decreases with no exception. However, we will use guidelines established for any increases. This item shall remain.

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. (Question: How does this apply to this FCA RFP? Should this item be removed?)

If there are price increases that are known prior to the renewal timeframe, it is highly suggested that they are shared with SCBE. Please note that a ninety (90) day lead time prior to the renewal is both reasonable and customary. This item shall remain.

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. (Question: How does this apply to this FCA RFP? Should this item be removed?)

This applies to this RFP showing where you are not showing partiality to other customers. The respondent(s) should show in good faith that they treat all customers with the same pricing structure. This item shall remain.

15) Page 5 – 7.0 CONTRACT TYPE The contract resulting from this solicitation will be a price contract based on the scope of work. (Question: Would you consider a lump sum/fixed fee contract?) (Question: Would you please define or show as an exhibit the contract form that is proposed?)

See Question # 11

16) Page 6 – 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 money owed or moneys which may become due. (Question: Would you please define the liquidated damages. What date or milestone do they start? How much per day?) (Question: If there is a penalty clause, is there a bonus clause?)

Please see Item # 14.0 Liquidated Damages on page 6 of the RFP.

17) Page 10 – TAB C. EXPERIENCE AND CAPABILITIES 4. At least three (3) recent references from its customers who are capable of documenting the following: a) the Vendor's ability to manage similar contracts, b) the quality and breadth of services provided by the Vendor under similar contracts (See Appendix C). If Memphis-Shelby County Schools is a client or has been a client of the Respondent for the services outlined in the RFP, MSCS reserves the right to be a reference, if not listed.

That is correct, if MSCS has worked with the respondent and there is someone who is still here who can complete the necessary reference, then we will gladly review that reference. If there is not someone at MSCS that can clearly provide the necessary reference, then we will not be able to use them as a reference.

18) Page 15 – TIMELINE DETAILS: MSCS requires respondents to provide a detailed timeline for this assessment (data gathering phase), database development (data synthesis phase), and final product delivery, not to exceed 12 months. Respondents will also provide details on the time required between award of contract and project start. (Question: Does MSCS expect all FCAs to be started and completed in one year?)

See Question # 12.

19) Page 22 - APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S 2. GENERAL REQUIREMENTS 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This is standard boilerplate language, and we will keep it in this RFP.

20) 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This is standard boilerplate language, and we will keep it in this RFP.

21) 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. Vendors 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This is standard boiler plate language. Please enter pricing for each year in the Pricing Schedule.

22) 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

Refer to question # 21.

- 23) 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

- 24) 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

- 25) 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP. Only new parts will be accepted.

- 26) 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

- 27) 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 deviations by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

- 28) a. 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

- 29) Each participant jurisdiction or agency shall enter into its own contract with the Awarded Respondent(s) and this contract shall be binding only upon the principal 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

30) Page 24 - 4. PRICES c. DELIVERY CHARGES: All prices shall include FOB Destination. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

31) 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/proposal price. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

32) 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

a. Page 25 - 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. Vendors 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

33)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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

34) 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/Proposal/Contract Number. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

35) 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 of equipment meeting the CFR-1910 MOSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: SCBE Facilities Safety Officer, 1364 Farmville, Memphis, TN, 38122. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

36) 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 to the Vendor. (Question: Would you please define the liquidated damages. What date or milestone do they start? How much per day?) (Question: If there is a penalty clause, is there a bonus clause?)

See question # 16.

37) Page 26 - 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, vendors must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

38) 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 Tennessee Code. All costs thereof shall be borne by the Vendor. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

39)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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

41) 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

42) 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

43) f. MANUFACTURER'S AGENT: The Vendor shall act as the manufacturer's agent for all warranty claims. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

44) Page 26 - 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 10 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

45) Page 27 - 8. PROPOSAL SUBMISSION 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

46) 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

This language shall remain a part of this RFP.

47)11 j. PROPOSAL EVALUATION Proposal responses will be evaluated for compliance with detailed specification. 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. (This paragraph is not applicable to FCAs. Should it be deleted?)

All proposals will be evaluated. All proposal responses will be evaluated by a committee for compliance with detailed specifications. The award shall be made in accordance with the General Teams and Conditions. All other items mentioned are required and shall remain a part of this RFP.