

Green Dot Public Schools Tennessee

4950 Fairley Rd., Memphis, TN 38109

Notice to Contractors calling for Bids

Bid # 23-TN01

GDPST (Green Dot Public Schools Tennessee) is currently soliciting a bid for a Duro-Last Roof System service for Fairley High School (FLY), which is located in Memphis, TN.

The enclosed RFP is only for Fairley High School. Bid submissions for any other GDPS school will be discarded. All bids must be sent electronically to patricia.adams@greendot.org on or before **Friday, January 13, 2023 at 2PM**.

Important dates for Bid 23-TN01:

| | Due Date |
|--------------------------------|----------------------------------|
| RFP Released | November 14, 2022 |
| Last date for questions | December 16, 2022 – 2:00PM |
| Final addendum (if any) issued | December 30, 2022 |
| Due Date of the RFP | January 13, 2023 – 2:00PM |

Scope of Project

- Removal of existing Duro-Last membrane
- Installation of Duro-Last over existing roof system in such a way that roof ventilation is allowed

This project is 100% contingent upon the approval of funding. Even after award of contracts, the GDPST may or may not proceed with the project, in whole or in part, even if funding is approved. Execution of the project, in part or in whole, is solely at the discretion of GDPST. Contractors wishing to bid do so solely at their own risk. GDPST is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with bid and/or a decision not to proceed with the project, even after award of the contracts. By submitting a bid, each bidder/contractor agrees to bear all of its own costs, fees, expenses, and losses, of any and all kind, should the GDPST cancel the project.

Each bidder must fill out the pricing sheet (**Attachment A: Bid Pricing Sheet**).

Each bid will be submitted electronically to patricia.adams@greendot.org. Due to attachment size limitations of 10 MBs, if the bid attachments exceed that amount, bidders can either submit multiple emails labeled 1 of X, etc, or share a dropbox or related cloud storage with GDPST to patricia.adams@greendot.org on or before **Friday, January 13, 2023 at 2PM PST**.

Each bid shall be accompanied by (1) the list of proposed subcontractors; (2) the Non-Collusion Affidavit; and any and all documents and information required by the bid documents.

GDPST reserves the right to reject any or all bids, to waive any discrepancy or technicality, and to award the contract for goods or services to other than the lowest bidder. The award of contract, if made by GDPST, will be to the qualified contractor whose bid best complies with all the requirements set forth in the bid

documents and whose bid, in the opinion of GDPST while complying with all legal requirements, is in the best interest of GDPST, taking into consideration all aspects of the contractor's response, including the total net cost to GDPST.

The evaluation matrix is as follows:

Scoring Sheet

| Proposed Selection Criteria | Points |
|---|---------------|
| Understanding of Engagement | 10 |
| Project Time Frame | 10 |
| Qualifications and Experience of Proposer | 40 |
| Professional References | 20 |
| Proposed Fee Arrangements | 20 |
| Total (maximum 100 pts) | 100 |

Other Requirements:

- All bidders must provide references of three completed projects of similar size and complexity with bid – Include contact person's name, address, and telephone number. GDPST prefers references that are local to Memphis, TN.
- All bidders must demonstrate ability to complete the project within the project time frame.
- All bidders must include a time frame for completing the project entirely.
- All bidders must have a minimum of five years' experience in roof repair and installation.
- Installation crew must consist of designated manufacturer certified installers.

Point of Contact

All questions due on **December 16, 2022 at 2PM** will be answered to all vendors and posted on the GDPST website. An email will also be sent to any bidder who sent in questions with all of the questions and answers posed, and an e-mail will be sent to each bidder with the same information, along with a final addendum with all questions. Questions should be directed to:

Green Dot Public Schools Tennessee
Attn: Patricia Adams, OM
4950 Fairley Rd.,
Memphis, TN 38109
Email: patricia.adams@greendot.org

Bidder is responsible for verifying that the bids were timely received by GDPST. GDPST shall not be responsible for any late delivery of bids.

For your convenience, an electronic copy of this RFP can be accessed from <https://tn.greendot.org/procurement/>. Documents are available in PDF and Excel format.

QUESTIONS, POSSIBLE ADDENDUMS AND WITHDRAWAL OF PROPOSALS

For questions or comments regarding this RFP process or the RFP documents, please submit your questions or comments in writing. You may submit requests for information and/or clarification in writing to patricia.adams@greendot.org until **Friday, December 16, 2022 at 2:00pm PST**. GDPST shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

GDPST will respond in writing to all questions by **Friday, December 30, 2022 at 2PM PST**. All answers will be provided as a numbered questions and answers document. For example: RFP Q&A #1.

GDPST shall not, under any circumstance, be liable for any pre-contractual expenses incurred by potential contractors, and potential contractors shall not include any such expenses as part of their RFP. Pre-contractual expenses are defined as any expenses incurred by a potential contractor in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to GDPST; (3) negotiating with GDPST any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP.

Withdrawal of Proposal: Any proposer may withdraw a proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

To withdraw your proposal, contact:

Green Dot Public Schools Tennessee
Attn: Patricia Adams, OM
4950 Fairley Rd.,
Memphis, TN 38109
Email: patricia.adams@greendot.org

GENERAL INSTRUCTIONS FOR BID 23-TN01

- 1. Scope of Contract.** The scope of work, without limiting the generality thereof, consists of furnishing all labor, material, equipment necessary to remove and dispose of 1 layer of PVC roof membrane on entire roof area and install Duro-Last roof system.
- 2. Response to Request for Proposal.** Response to Request for Proposal to receive consideration shall be made in accordance with the following instructions:
 - A. In addition to the RFP, the Contractor shall also complete as a part of the RFP the following documents: Non-Collusion Affidavit.
 - B. Response to Request for Proposal shall be delivered to District, on or before the day and hour set for the receipt of Response to Request for Proposal, enclosed in a sealed envelope and bearing the title of the work and the name of the Responding Contractor. Any Response to Request for Proposal received after the scheduled closing time for receipt of Response to Request for Proposal shall be returned to the Responding Contractor unopened.
- 3. Withdrawal of RFP.** Any Responding Contractor may withdraw his/her RFP, either personally or by written request, at any time prior to the scheduled closing time for receipt of Response to Request for Proposal. However, a Responding Contractor is prohibited from responding again on the same work after withdrawing his/her RFP.

4. Agreement. The form of agreement for the Contract, which the successful Responding Company, as Contractor, will be required to execute is included in and forms a part of this section and the Contract documents.

5. Addenda. Any addenda or bulletins issued during the time of RFP issuance or forming a part of the documents furnished for the preparation of RFP, shall be covered in the RFP and shall be made a part of the contract. Failure to acknowledge receipt of all addenda on the proposal response page or to include all addenda with the RFP proposal documents may be sufficient cause for rejecting the submitted proposal.

6. (Reserved)

Award or Rejection of Response to Request for Proposal. The contract will be awarded at District's sole discretion. District reserves the right to reject any or all Response to Request for Proposal and/or waive any RFP informality. It is the intent of the District to award Contract(s) either "individually", "as a whole" or "in any combination", whichever would be in the best interest of the District. Award is contingent upon timely compliance with all RFP conditions and specifications, and negotiations. The District reserves the right to award a Contract to the qualified responder(s) whose proposal meets the evaluation standards and will be most advantageous to the school district with eligible price and all other factors considered, or to reject all Response to Request for Proposals, whichever is in the best interest of the District. The district further reserves the right to award RFP items on an individual per line-item basis to one or more Responses, whichever is in the best interest of the district. The successful Responder(s) will be notified in the event of an award.

7. Taxes. The Contract payments shall exclude all applicable taxes. The District shall pay only the State Sales and Use Tax, and/or County local taxes and Use Tax on the rates (unit costs), when applicable will be listed separately on the monthly service invoice. The Federal Taxes or other additional communication charges may be applicable, including but not limited to FCC charges, etc., and will be reflected on monthly service invoices.

Charges and Taxes for any related issued hardware will be billed on account and appear on monthly invoices for service, or separately on a monthly service invoice.

8. Inspection of Responding Contractor's Facility. As part of the District's evaluation process, the District reserves the right to inspect the facilities of the Responding Contractors prior to award of the contract. If representative(s) of the District determine after such inspection that the Contractor may not be capable of providing proper and satisfactory service/product to the District, the Contractor may not be considered for an award. Additionally, the District reserves the right to inspect the Contractor's facility during the contract period, any time during normal business hours upon prior notice. Responding Contractor may also be required to show evidence of their ability to furnish standard material from identified manufacturer. For the purposes of this RFP, the District understands that, due to the nature of wireless communications, verification of facility may be ability to contact and connect with Contractor's Customer Service centers & support systems. The District will make these contacts as a verification of availability, and may act as sole judge as to the responsiveness; and therefore, the Contractors' available facility.

9. Contractor's Past Performance. A Contractor may be ruled "Non-Responsive"/"Non-Responsible" based upon Contractor's unacceptable past performance which may include but not limited to: constant late/non deliveries, constant partial deliveries, delivery of wrong materials, products not meeting specification, providing incorrect prices, invoicing problems, default, etc.

10. Contractor Qualifications. To be considered for an award, the Contractor shall meet the following requirements:

The Contractor shall be required to verify that they have been "In The Business" of providing this type of equipment/services for a **minimum period of three (3) consecutive years.**

11. Award Criteria.

The document 'Evaluation Standards' included as part of this RFP will determine award(s) of various services and related equipment. Each prospective contractor will be required to respond to the Evaluation Standards to their best ability. The Evaluation Standards are considered part of this RFP and no RFP will be accepted without a response to the Evaluation Standards. The District understands that the Evaluation Standards will require some narrative in response. Please use additional pages and be as complete as possible in providing responses.

12. Conflict of Interest.

By its signature hereunder, Contractor certifies that no District employee whose position in the District's service enable him/her to influence any award of your offer or any competing offer and no District employee, spouse or economic dependent of such employee, shall have any direct financial interest in any transaction resulting from this request for proposal. If such conflict exists, the Contractor will notify the District in writing.

13. If Bidder Protest.

Any bidder who submitted a proposal to the District may file a protest provided that each and all of the following are complied with:

11.1 The protest is in writing;

11.2 The protest is filed and received by the District's Tennessee Executive Director, Jocquell Rodgers not more than three (3) calendar days following the date of the District's selection of the apparent lowest responsible bidder;

11.3 The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and credible evidence. Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's Director of

Purchasing or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to the District's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, the District's intent to award the Contract, or the District's determination to reject all proposals.

14. Term of Contract.

Any contract will be contingent upon the approval of funding and governing board approval.

BID 23-TN01 BID FORM ITEM A (Continued)

Total RFP Proposal Amount of all items for Item A: Fairley High School Roof

The proposal must be in ink or typewritten. Write out the total amount of your proposal:

Numeric Proposal Amount: \$_____

In the event of a conflict between the written and numeric version of the proposal, the *written* will prevail.

BID 23-TN01 BID FORM B – This form is required to be submitted with your proposal.

CERTIFICATION

I certify that I have read enclosed Request for Proposal and the instructions for submitting an RFP.

In submitting this Request for Proposal, the undersigned acknowledges receipt of all Addendums issued by or on behalf of the District, as set forth below. The undersigned further confirms that this Request for Proposal incorporates and is inclusive of, all items or other matters contained in Addendums (if any) issued. The **Addendum Nos.**_____ **received, acknowledged and**

incorporated into this Request for Proposal are noted above. The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

E-Mail

If you are responding as a corporation, please place your corporate seal in the space below

BID 23-TN01 BID FORM C - This form is required to be submitted with your proposal.
NON-COLLUSION AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF _____

I, _____ being first duly sworn, deposes and

(Typed or Printed Name)

says that I am the _____ of _____, the party

(Title)

(Bidder Name)

submitting the foregoing Request for Proposal (the "Bidder"). In connection with the foregoing Request for Proposal, the undersigned declares, states and certifies that:

- 1.01 The Request for Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.02 The Request for Proposal is genuine and not collusive or sham.
- 1.03 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
- 1.04 The Request for Proposal is genuine and not collusive or sham
- 1.05 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or shame bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding
- 1.06 The Bidder has not any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or that of any other bidder, or to fix any overhead, profit or cost element of the proposal price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.07 All statements contained in the RFP and related documents are true.
- 1.08 The Bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20____ at _____

(City, County and State)

I declare under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

Signature

(Address)

Name Printed or Typed

(City, County and State)

BID 23-TN01 BID FORM D

This form is required to be submitted with your proposal, if applicable.

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of the GDPST Public Schools. Additional numbered pages outlining this portion of the Proposal may be attached to this page. NOTE; Subcontractor's address, telephone number, license number, and expiration date information may be omitted from this form but MUST be submitted within twenty four hours; (1) working day, following the opening of Proposals. Subcontractor's name, city of location, and type of work must be stated on the Proposal enclosed in the sealed envelope.

Proposer Name

SUBCONTRACTORS LIST

All subcontractors in excess of ½ of 1% of total Proposal must be listed.

Add additional sheets as needed.

| | | |
|-------------------|-------------------------|---------------|
| SUBCONTRACTOR: | | TYPE OF WORK: |
| Location/Address: | | |
| LICENSE NO.: | Expiration Date: / / | |
| SUBCONTRACTOR: | | TYPE OF WORK: |
| Location/Address: | | |
| LICENSE NO.: | Expiration Date: / / | |
| SUBCONTRACTOR: | | TYPE OF WORK: |
| Location/Address: | | |
| Phone: () | | |