

Request for Proposal Manchester City Schools

Manchester City Schools is requesting pricing for remodeling four bathrooms located at Westwood Middle School, 505 E. Taylor St. Manchester, TN 37355. Manchester City Schools is only requesting pricing of labor. Interested vendors are requested to submit their pricing in the form of a scope of work with firm, fixed pricing.

A complete bid shall include all labor, licensing, and insurance cost. Each bid should include a scope of work outlining the installation of the project as well as a timeline telling the length of time to complete. This entire project will need to be completed during the coming summer. School will let out on May 20th 2016, and all projects need to be complete by July 15th.

There will be a mandatory site visit of the school on Friday May 27, 2016 at 9:00 a.m. Any questions will be answered at the pre-bid meeting. All bids are due June 2, 2016 to the MCS Central Office (215 E. Fort Street, Manchester, TN 37355) by 3pm. The site visit and pre-bid meeting are mandatory. Any vendor that does not attend the pre-bid meeting and walk through will not be considered for bid approval.

Final selection of a vendor will be made by Manchester City Schools. A rubric will be used based off numerical scoring of four categories.

	<i>Criteria</i>	<i>Points</i>
1	Price	30
2	Overall Plan	25
3	Completion Time	20
4	Experience/ References	15
5	Thoroughness of Proposal	10

Manchester City Schools Board of Education will not be responsible for any cost incurred by the Bidder in preparing proposal.

The right to reject any or all bid proposals, either in whole or in part, or to waive any informalities or irregularities therein is reserved by Manchester City Schools Board of Education.

Employees of the selected contractor must have a sexual predator background check performed prior to entering any Manchester City Schools school grounds as per Tennessee Code Annotated Section 9-5-413.

The work shall comply with applicable federal, state, and local laws, rules and regulations including the prevailing wage guidelines, health and environmental regulations.

Required notices shall be given necessary governmental licenses and inspections procured.

Contractor shall be responsible to acquire any permits required within the scope of this project.

Contractor is responsible for their own safety, taking all necessary precautions to ensure the safety of the methods employed in this project.

The Contractor shall indemnify and hold harmless Manchester City Schools Board of Education from all liabilities, suits, damages, costs, and expenses that may be imposed on Manchester City Schools Board of Education because of the Contractor's failure to comply with the regulations stated herein.

Terms and Conditions

Reservation of Rights

The purchaser reserves the right to incorporate standard contract provisions to any contract negotiated as a result of any proposal submitted in response to the Request for Proposal (RFP). All of the following will apply:

- A. Negotiation, if undertaken by the purchaser, is intended to result in a contract that is deemed by the purchaser at its sole discretion to be in the purchaser's best interests. Any such negotiation will use the selected proposal or proposals as a basis to reach final agreement, if possible.
- B. The purchaser reserves the right to include in the contract the services and other terms and conditions not specifically set forth here, including, but not limited to terms and conditions required by laws, or interpretations of laws of local, state or federal governments. The purchaser reserves the right to waive or disregard any informality, irregularity, or deficiency in any proposal.

Licenses, Permits, Inspections, and Taxes

The Vendor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. The Vendor shall pay for all licenses, permits, taxes, and fees required for this project; and shall comply with all federal, state, local, and the purchaser codes, laws, ordinances, regulations and other requirements applicable to the work specified at no additional cost to the purchaser.

Applicable Law

Any contract(s) or order(s) resulting from this Request for Proposal shall be governed and interpreted under the laws of the State of Tennessee. The contractor shall at all times comply with and observe all federal and State laws, local laws, building codes, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Where appropriate, all equipment and installation workmanship shall comply with specifications contained in Electronics Industries Association Standards and the electrical Code. As pertinent, all equipment shall be FCC-certified, FCC type accepted and/or UL listed. All work shall be conducted according to the standards of the industry-wide and professional standards.

Contract Suspension, Termination, and Cancellation

The purchaser may cancel the contract in whole or in part:

- A. If the purchaser deems that such termination is in the best interest of the purchaser. Upon such termination, the purchaser's liability shall be limited to the reasonable value of services performed and deemed acceptable by the purchaser upon the date of such mutual agreement.
- B. In the event that the purchaser gives notice to terminate pursuant to this subsection, such notice shall be given no less than seven (7) days prior to the date on which the termination becomes effective. Upon such termination, the purchaser's liability shall be limited to the reasonable value of services performed and deemed acceptable by the purchaser as of the effective date of the termination.
- C. For cause, which shall include failure or unwillingness of the Vendor to comply with the approved program, including attached conditions, with applicable state law, or with such directives as may become generally applicable at the time.
- D. No cancellation will affect any expenditure or legally binding commitments made prior to receiving notice of the cancellation, suspension or termination provided such expenditures or commitments were made in good faith and not in anticipation of cancellation and are otherwise allowable.
- E. In the event of cancellation prior to the full term of the contract, the Vendor shall arrange to provide the purchaser all work documents.

Vendor's Liability

The Vendor shall be liable for damages arising out of injury to the person and/or damage to the property of the purchaser or its member sites, employees of the purchaser or its member sites, persons designated by the purchaser for any purpose, other than agents or employees of the contractor, prior to or subsequent to acceptance, delivery, installation, and use of the equipment either at the vendor's site or at the installation site, provided that the injury or damage was caused by fault or negligence of the Vendor.

Insurance

I. Indemnification

- A. The Vendor shall indemnify and hold harmless The Purchaser, its agents, and employees from or on account of any injuries or damages, received or sustained by any person or persons, during or on account of any operation connected with this Contract; or by consequence of any negligence (excluding negligence by The Purchaser, its agents, or employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants, or employees. The Vendor further agrees to indemnify and hold harmless The Purchaser, its agents, or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees.

- B. The indemnification provided above shall obligate The Vendor to defend at its own expense or to provide for such defense, at The Purchaser's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against The Purchaser which may result from the operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed by either.
- C. The award of this Contract to The Vendor shall obligate The Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

II. Liability and Insurance

- A. The Vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance.
- B. The Vendor shall be fully liable to provide and maintain in force during the life of this Contract, such insurance, Auto Liability Insurance, Workman's Compensation and Employer's Liability Insurance, as required by the laws of the State of Tennessee. The Vendor's policy shall contain as a minimum, the following provisions, coverage, and policy limits of liability.
- C. Workmen's Compensation insurance covering all employees in statutory limits who perform any of the obligations assumed by the Contractor under the contract.
- D. Public liability and property damage liability insurance covering all operations under the contract. Limits for bodily injury or death not less than \$500,000 for one person and \$500,000 for each accident; for property damage, not less than \$500,000 for each accident and \$1,000,000 aggregate umbrella for accidents during the policy period.
- E. Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired. Public liability limits of not less than \$300,000 for one person and \$500,000 for each accident; property damage limit of \$500,000 for each accident.
- F. The Vendor shall furnish to The Purchaser a Certificate of Insurance, in such form as The Purchaser may prescribe, evidencing compliance with the foregoing requirements. Certifications of insurance must list the following as additionally insured: Manchester City Schools Board of Education.
- G. **Insurance Certificates:** Insurance certificates furnished by companies licensed to do business in the State of Tennessee indicating the required minimum coverage shall be furnished to the purchaser prior to contract award.

Payment for Services

- A. Vendors are to provide a suggested payment plan, which will be negotiated at the time of agreement/contract finalization.
- B. Payments by the purchaser to the Vendor shall be made according to the purchaser's payment cycle.

Total System Responsibility

It is understood, and the Vendor hereby agrees, that the Vendor shall be solely responsible for all equipment, materials and/or services that the vendor proposes, and where applicable, for equipment provided by the purchaser. Notwithstanding the details presented in this specification, it is the responsibility of the Vendor to verify the completeness of the equipment required and its suitability to meet the intent of this proposal. The vendor shall provide any additional equipment required for installation; it is understood that a complete system is required. The cost for additional equipment, materials and services not covered in this RFP shall be negotiated between the purchaser and the Vendor prior to issuance of the purchase order.

Rejecting Defective Work and Equipment

A. The purchaser's representatives will have the authority to disapprove or reject equipment and/or services which are defective, unsatisfactory, faulty, or do not conform to the requirements of the Contract Documents.

General Specifications

Listed below are tasks to be completed.

- Remove all wall tile
- Lay new floor tile over existing tile
- Install drop tile ceiling (2X2)
- Install new lighting
- Install new bathroom fixtures (sinks, toilets, and mirrors.)
- Paint walls
- Demo and cleanup as needed

Exceptions

- The installation will be performed during normal week day business hours (7:00am-3:30pm M-F)
- Sites will be cleaned on a daily basis from the day's work.

Owner reserves the right to reject any or all bids and contract with vendor that owner feels best meets their needs.