



1346 Bryan Street  
Memphis, TN 38108  
(901) 324-4456  
Promiseacademy.com

## **REQUEST FOR PROPOSAL (RFP)**

**FOR**

**PAINTING SERVICES**

**CLOSING DATE – 5:00 PM AUGUST 13, 2021**

**INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:**

Dr. Patrick Washington

Director of Operations

Promise Academy Hollywood

1346 Bryan Street

Memphis, TN 38108

Phone: (901) 324-4456 Ext. 3

[procurement@promiseacademy.com](mailto:procurement@promiseacademy.com)

[pwashington@promiseacademy.com](mailto:pwashington@promiseacademy.com)

Promise Academy is an Equal Opportunity Employer

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## I. GENERAL INFORMATION

### A. Purpose and Background Information

Promise Academy Charter Schools is a Memphis based charter management organization operating two campuses; Promise Academy Hollywood and Promise Academy Spring Hill. The network serves approximately eight hundred students in Pre-K through 5<sup>th</sup> grade. This Request for Proposal (RFP) is to contract a professional painting company to paint the interior and exterior at 1346 Bryan Street.

### B. Who May Respond

Only qualified companies that are licensed and bonded to operate in the state of TN may respond to this RFP.

### C. Instructions on Proposal Submission

#### a. Closing Submission Date

- a) Proposals must be submitted no later than 12P.M. on August 20, 2021.

#### b. Inquiries

- a) Inquiries concerning this RFP should be directed to Dr. Patrick Washington at (901) 324-4456 Ext. 3 or [pwashington@promiseacademy.com](mailto:pwashington@promiseacademy.com) or [procurement@promiseacademy.com](mailto:procurement@promiseacademy.com)

#### c. Conditions of Proposal

- a. All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by Promise Academy Charter Schools.

#### d. Instructions to Prospective Contractors

- a. Your proposal should be addressed as follows: Dr. Patrick Washington, Director of Operations 1346 Bryan Street Memphis, TN 38108
- b. It is important that the Offeror's proposal be submitted in a sealed envelope clearly marked: **Request for Proposal for Painting Project**

#### e. Sealed Proposal

- a. Contractors must submit a sealed, hardcopy of their proposal OR a secure emailed proposal from their company's domain. Failure to do so may result in premature disqualification of your proposal.
- b. It is the responsibility of the Offeror to ensure that the proposal is received by the date and time specified above. Late proposals will not be considered.

#### f. Right to Reject

- a. Promise Academy Charter Schools reserve the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based upon the factors described in this RFP.

**g. Notification of Award**

- a. It is expected that a decision selecting the successful company will be made within four (4) weeks of the closing date for the receipt of proposals. Upon conclusion of final negotiations with the successful firm, all Offerors submitting proposals in response to this Request for Proposal will be informed in writing of the name of the successful firm.

**h. Terms of Service**

- a. Promise Academy Charter Schools expect to utilize the selected company for a term of at least two (2) years with an option to renew services for another one (1) year.

**i. Termination of Services**

- a. Promise Academy Charter Schools reserves the right to terminate any part of or the entirety of services that may result from this request, without cause and at any time, within thirty (30) calendar days written notice. In such case, the Offeror/Contractor shall be paid for services rendered through the date of the termination notice, and the result of all such work (including all documents and files) through that date shall become the property of Promise Academy. The contract shall be non-exclusive for the sole convenience of the charter network.

**j. Conflict of Interest**

- a. Information of possible conflicts of interest should be provided as part of the qualification response. Such information will be considered in deciding on the selection of the offeror/contractor. Should a conflict arise during preparation for or while undertaking these services, the offeror/contractor shall immediately advise Promise Academy Charter Schools of such conflict.

**II. SCOPE OF SERVICES**

The painting company to be contracted by Promise Academy Charter Schools will be expected to provide the following services:

- a. Paint the interior and exterior at 1346 Bryan Street

**III. PROPOSAL EVALUATION**

**a. Submission of Proposals**

1. All proposals shall include one copy of the Offeror's/Contractor's proposal and one copy of the signed Certifications. These documents will become part of the contract.

**b. Nonresponsive Proposals**

2. Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:
  - i. The proposal is not received timely in accordance with the terms of this RFP.

ii. The proposal does not follow the specified format.

c. **Evaluation**

In evaluating submissions, Promise Academy Charter Schools shall consider several factors, including but not limited to:

- a. Qualifications and experience.
- b. Commitment to service.
- c. Pricing and warranties
- d. References (including current customer satisfaction with services).

d. **Review Process**

Promise Academy Charter Schools reserve the right to enter a contract without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Offeror can propose. Promise Academy Charter Schools contemplates award of the contract to the responsible Offeror/Contractor with the highest total points.

#### IV. CERTIFICATIONS

On behalf of the Offeror/Contractor:

1. The individual signing certifies that he/she is authorized to contract on behalf of the legal entity.
2. The individual signing certifies that the legal entity is not involved in any agreement to pay money or other considerations for the execution of this agreement, other than to an employee of the legal entity.
3. The individual signing certifies that the prices in this proposal, bid, or quote have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.
4. The individual signing certifies that the prices quoted in this proposal/bid/quote have not been knowingly disclosed by the legal entity prior to an award to any other or potential legal entity submitting a proposal, bid, or quote.
5. The individual signing certifies that there has been no attempt by the legal entity to discourage any other or potential legal entity from submitting a proposal, bid, or quote.
6. The individual signing certifies that the legal entity is a properly licensed to do business in Tennessee.
7. The individual signing certifies that he/she has received, read, and understands all the information for the proposal, bid, or quote, including the standard terms and conditions, which will become part of the contract.
8. The individual signing certifies that the legal entity, and any individuals to be assigned by the legal entity, does not have a record of substandard work and has not been debarred or suspended from doing work with any federal, state, or local government.
9. The individual signing certifies that the prices submitted in the proposal, bid, or quote are INCLUSIVE of all applicable charges such as but not limited to shipping, handling, and taxes.
10. The individual signing certifies that the W-9 is signed by the legal entity's authorized representative and the information provided therein is complete and accurate.

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Date

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Offeror's/Contractor's Firm Name

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Signature of Offeror's/Contractor's Representative

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Printed Name and Title of Individual Signing

**Standard Contract Terms, Conditions & Provisions**  
**(PLEASE SIGN AND ATTACH TO THE PROPOSAL/BID/QUOTE)**

**Relationship of Parties:** It is understood by the parties that the Offeror/Contractor is an independent entity with respect to Promise Academy Charter Schools, and not an employee of Promise Academy. Promise Academy Charter Schools will not provide fringe benefits, including health insurance, paid vacation, or any other employee benefit, for the benefit of the Contractor or the Contractor's employees.

**Notices:** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, deposited in the United States mail, postage prepaid or email sent with date stamp.

**Entire Agreement:** The Agreement, with this attachment, contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement and these Terms and Conditions supersede any prior written or oral agreements between the parties.

**Amendment:** The Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**Change Orders:** No Change Orders will be acceptable unless written approval is given by Promise Academy Charter Schools prior to the work being performed. Any pricing quoted in the Contractor's proposal should be a "Not to exceed" price and strictly adhered to, unless a Change Order is instigated by a request from Promise Academy Charter Schools.

**Nonfederal Match:** The Contractor for services rendered may elect to contribute as an in-kind donation the difference between the Contractor's normal and customary fees/services and the fees and/or services charged to Promise Academy by virtue of the Promise Academy being a non-profit organization.

**Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**Indemnity:** THE CONTRACTOR IS ACKNOWLEDGED AS AN INDEPENDENT CONTRACTOR OF PROMISE ACADEMY CHARTER SCHOOLS AND AS SUCH WILL INDEMNIFY AND HOLD HARMLESS PROMISE ACADEMY FOR ANY AND ALL LOSS, EXPENSE, AND/OR CLAIMS ASSOCIATED WITH OR ARISING OUT OF SUCH INJURY OR DAMAGE DUE TO THE ACTIVITIES OR FROM ANY ACT OR OMISSION OF THE CONTRACTOR, ITS BOARD MEMBERS (IF APPLICABLE), EMPLOYEES, REPRESENTATIVES, FAMILY MEMBERS, INVITEE, AND VOLUNTEERS).

**Insurance.** The contractor shall acquire and carry throughout the contract term any applicable insurance, including workers comprehensive or employee accident insurance if the contractor

has employees. At a minimum the contractor shall secure liability/professional insurance if there are no employees or sub-contractors. Proof of insurance shall be furnished by the Contractor prior to the first day of work

**Waiver of Contractual Right:** The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**Applicable Law:** This Agreement shall be governed by the laws of the State of Tennessee unless superseded by federal law.

**Equal Opportunity.** During the performance of this contract, the CONTRACTOR agrees to follow:

- a. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, age, religion, disability, political belief, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, disability, political belief, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be prepared by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- b. The OFFEROR/CONTRACTOR shall, in all solicitation or advertisements for employees placed by or on behalf of the OFFEROR/CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin, or political belief.

**ADDITIONAL CERTIFICATIONS:** By signing the Offeror/Contractor agrees to and certifies, if applicable, that:

- a. The OFFEROR/CONTRACTOR shall take action to ensure that all work is performed in accordance with OSHA guidelines and OSHA required record keeping and training is current and ongoing.
- b. The OFFEROR/CONTRACTOR shall to the best of its knowledge or belief, not be currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state agency, and are not currently or previously been indicted or convicted either civilly or criminally by a governmental entity (local, state or federal) for violations of procurement, consumer, and/or felony statutes. The Contractor is not listed in the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Program.



In the event of the OFFEROR'S/CONTRACTOR'S noncompliance with the above terms, conditions, and certifications or with any state or federal rules, regulations, or orders, this agreement may be canceled, terminated, or suspended, in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts. No other terms and conditions may take precedence without the written permission of Promise Academy Charter Schools.

I have read the above and agree to abide by these terms and conditions. I further, by my signature, certify that I am an authorized representative of the CONTRACTOR with authority to obligate such to comply with the above.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_

Offeror's/Contractor's Firm Name

\_\_\_\_\_

Signature of Offeror's/Contractor's Representative

\_\_\_\_\_

Printed Name and Title of Individual Signing