

April 6, 2023

## KIPP MEMPHIS PUBLIC SCHOOLS

2670 Union Ave. Extended, Suite 1100 □ Memphis, Tennessee 38112 □ Phone (901) 452-2682

# INVITATION FOR BID

(NOT AN ORDER)

Please submit Bids on the item(s) listed below. The right is reserved to reject any or all Bids. If substitutions are offered, give full particulars. The Bid must be submitted no later than **April 21, 2023 @ 1:00 PM CST.**

KIPP Memphis Public Schools reserves the right to accept or reject any or all Bids, or any part thereof, and to waive any minor informalities and/or technicalities that are deemed to be in the best interest of the District. Successful Bidders 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.*

KIPP Memphis Public Schools ("KMPS") is requesting bids for:

### **IFB #042123 – Repointing Masonry Project at Henry Ave.**

Bids **MUST** be received by KMPS by the due date and time set forth above.

During the solicitation process, bidders are not permitted to contact KIPP Memphis Board Members and staff 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 Bid must be submitted in writing via e-mail to **Gwen Johnson** at [gjohnson@kipppmemphis.org](mailto:gjohnson@kipppmemphis.org) by **April 17, 2023 @ 9:00 AM CST**

We propose to furnish the item(s) and/or services outlined in the Bid at prices quoted and guarantee safe delivery **F.O.B. delivered** and as specified. Bids are submitted with a declaration that no KIPP Memphis Board Member or employee has a financial or beneficial interest in this transaction.

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
PHONE #

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE NAME

## **PART I: SCOPE OF WORK**

### **1.0 INTRODUCTION**

This Invitation for Bid (IFB) is soliciting bids for **Repointing Masonry Project at Henry Ave.** (230 Henry Ave., Memphis, TN 38107)

### **2.0 BACKGROUND**

KIPP Memphis Public Schools is an open-enrollment, public, tuition-free charter school network of 4 schools in the North Memphis Area. Together with our families and communities, we create joyful, academically excellent schools that prepare our students to pursue any path they choose — college, career, and beyond — so they can lead fulfilling lives and build a more just world.

KIPP Memphis Public Schools (KMPS) is part of the KIPP non-profit network of college-preparatory, public charter schools. KMPS began with one school in 2002; Today, the District operates four schools – one Elementary, two Middle, and one High – educating nearly 1,800 students in Memphis.

### **3.0 SCOPE OF WORK**

KMPS requests bids for **Repointing Masonry Project at Henry Ave.** (230 Henry Ave., Memphis, TN 38107). The scope of work is attached/included in the IFB. Responses submitted must meet or exceed all requirements. Bids that do not meet or exceed all requirements will be considered non-responsive. Please see details in Part IV: Scope of Work.

### **4.0 NON-EXCLUSIVE**

The intent of this contract is to provide KMPS with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of KMPS and is considered to be a "Non-Exclusive" use contract. KMPS does not guarantee any usage. KMPS will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item(s) listed in the price schedule submitted.

### **5.0 NOTICE OF INTENT TO AWARD**

A Notice of Intent to Award is written notification that a vendor has been selected for a contract award. Notice of Intent to Award is sent for contracts requiring KMPS and/or Board approval. This letter is not a guarantee of award. KMPS reserves the right to reject or accept the recommendation submitted. If KMPS and/or Board accepts and approves the recommendation, an executed agreement will be submitted to the successful vendor. If the recommendation is rejected, KMPS shall rescind the Notice of Intent to Award.

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

Bid submissions are subject to the Tennessee Open Records Act ([Tenn. Code Ann. §10-7-503 et seq.](#)). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should you deem any portion of your bid as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

### **2.0 TERM OF AGREEMENT**

The project will start on or before June 1, 2023. Vendor must provide the projection completion date on the bid pricing form.

### **3.0 PRE-BID MEETING**

A **mandatory** pre-bid meeting is scheduled for this project. Any vendors wanting to bid on this project **must** attend this meeting, no exceptions. All respondents are required to sign-in at the School's Main Office at the stated date, time and location listed below. The **Pre-Bid meeting** will be held at the following location,

**KIPP Memphis Henry Campus.** See below for address, date and time of the Pre-Bid meeting.

(230 Henry Ave., Memphis, TN 38107) **on April 14, 2023 @ 9:00 AM CST.** (meet in the lobby of the main office)

### **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 17, 2023 @ 9:00 AM CST.** Questions that are deemed to be substantive in nature will be responded to in the form of an

addendum and posted on KMPS website by the **Close of Business (COB) on April 17, 2023**, at: <https://www.kippmemphis.org/procurement>. Please do not submit question in PDF format.

## 5.0 BID TIMELINE

Bid Posted	April 6, 2023
Pre-bid Meeting Date	April 14, 2023 – 9:00 AM
Questions Due	April 17, 2023 - 9:00 AM CST
Question and Answers Posted	April 17, 2023 – COB
Bid Due Date/Time	April 21, 2023 – 1:000 PM CST

## 6.0 POINT OF CONTACT

Gwen Johnson, Managing Director of Operations  
[gjohnson@kippmemphis.org](mailto:gjohnson@kippmemphis.org)  
901-452-2682

## 7.0 CONTRACT MONITOR/KMPS SUPERVISION

The Contractor's performance will be under the direction of the Requesting Department who will be responsible for ensuring contractor's compliance with the requirements of this contract to include managing the daily activities of the contract, providing guidance to the contract, and coordination. The Contractor shall be accountable to the end users on all matters relating to the scope of work.

## 8.0 CONTRACT TYPE

The contract resulting from this solicitation will be a firm fixed contract.

## 9.0 PAYMENT TERMS

The Contractor shall submit an invoice detailing the product or services provided and the actual costs incurred. Payment shall be in accordance with line item price on the purchase order and made within Net 30 days upon receipt of invoice.

The KMPS reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the KMPS with all required deliverables within the timeframe specified in the contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract.

## 10.0 INVITATION FOR BID (IFB) REVISIONS

Should it become necessary to revise any part of this IFB, addenda will be posted on KMPS website: <https://www.kippmemphis.org/procurement>. Failure of any offeror to receive or acknowledge receipt of such addenda or interpretation shall not relieve any offeror from any obligations under this IFB as amended by all addenda. All addenda so issued shall become part of the award.

## 11.0 SUBMISSION DEADLINE

In order to be eligible for consideration, bids must be received at the KMPS Regional Office no later than **1:00 PM CST on April 21, 2023, 2670 Union Ave. Extended, Suite #1100, Memphis, TN 38112**. Vendors mailing bids shall allow sufficient carrier delivery time to ensure timely receipt of their bid in the Regional Office prior to the deadline. Any bid received in the Regional Office after the submission deadline, no matter what the reason, will be returned unopened. **Bids responses delivered to any other location shall not constitute delivery to the Regional Office.**

## **12.0 BID OPENING**

KMPS shall receive sealed bids until the bid due date indicated on the bid front cover sheet. At the time of the public bid opening (as directed on the front cover sheet), the Buyer or designee shall open all bids received and record the responses. A copy of the bid tabulations will be made available on our KMPS website. KMPS shall then review all responses and analyze the results of the bidding process. A final recommendation(s) shall be prepared by the requesting department. Upon acceptance and approval of the bid(s) by KMPS Procurement Designee, the Designee may grant its approval subject to such conditions as it may deem appropriate.

All bids shall be publicly opened at the **KIPP Memphis Regional Office, 2670 Union Ave. Extended, Suite 1100, Memphis, TN 38112** on the date specified on the bid. In the event of inclement weather on the due date of a bid and The KMPS is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.

## **13.0 DURATION OF BID**

A bid submitted in response to this solicitation is binding upon the bidder and is considered irrevocable for a minimum of 120 days following the closing date for receipt of initial bids.

## **14.0 E- COMMERCE**

IFBs will be published on the Procurement website @ <https://www.kippmemphis.org/procurement> and advertised, when applicable, in the local newspapers: the Commercial Appeal and/or Daily News. The Procurement website also serves to publish any addenda, associated materials, Contractor questions and the KPMS' responses, and other solicitation related information.

The successful bidder must register as a KMPS vendor and submit their W-9 to receive Purchase Order(s) and Payment.

KMPS does not discriminate in educational programs, activities or employment on the basis of race, color, national origin, sex, age, religion or disability. Bidders will be required to comply with all applicable requirements pertaining to fair labor, state and local government.

## **15.0 INSURANCE**

Contractor shall maintain insurance as set forth below during the Agreement period and shall furnish Client a Certificate of Insurance (COI) naming it as an additional insured for comprehensive general liability policy for not less than the following limits: injury to persons (\$1,000,000.00 each occurrence) and property damage (\$1,000,000.00 each occurrence); and automobile liability coverage, in an amount not less than \$1,000,000 per occurrence. Contractor shall maintain workers' compensation coverage on each of its employees.

## **16.0 CRIMINAL BACKGROUND CHECK**

Contractor hereby agrees that it is aware of the provision of Tennessee Code Annotated §49-5-413 requiring the background check of any employee or subcontractor that works on school grounds at any time when students are present, and prohibiting any person with a history of the criminal offenses cited in the statute from working on a school campus during such times. The Contractor hereby certifies that it has, and will, at all times during the performance of the Services, comply with the provisions of this statute and will provide to KMPS, upon request, proof of its compliance with this provision. A default by the Contractor of the provisions of this paragraph shall automatically be grounds for termination of this Agreement pursuant to the default terms herein.

## 17.0 COMPLIANCE WITH LAWS

Offerors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Offerors violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles KMPS to terminate this Contract immediately upon delivery of written notice of termination to Offeror.

## 18.0 BONDING (REQUIRED)

- A. **BID BOND:** Bidders are **required** to submit a bid bond in the amount of five percent (5%) of the total estimated contract amount, as determined by KMPS and specified in the IFB, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that may exceed \$100K. **Should the Bidder withdraw their bid response without entering into a contract, the Bid Bond may be forfeited in whole or in part.**
- B. **PERFORMANCE AND LABOR BOND:** The successful Bidder(s) will be **required** to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred percent (100%) of the total estimated contract amount, as determined by KMPS and specified in the IFB, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceeds \$100K.
- C. The bond, cashier or certified check must be made in favor of the **KIPP Memphis Public Schools, MEMPHIS, TENNESSEE 38112.**

## 19.0 TERMS AND CONDITIONS

Any contract entered in connection with this solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein.

It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and county laws, rules, ordinances, statutes, etc., that may impact this contract. The KMPS shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, The KMPS may find said Contractor in default.

In the event of conflict between the General Terms and Conditions shall take precedence.

In the event of conflict between this solicitation any of the General Terms and Conditions proposed by any bidder, or incorporated in any acknowledgement of contract awarded to the successful bidder, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by KMPS Procurement staff.

## 20.0 BASIS OF AWARD

The contract(s) will be made in the best interest of KMPS, as determined by KMPS, to the qualified, lowest responsible and responsive bidder(s) that meet the requirements listed in this IFB. KMPS reserves the right to award all or in part of this solicitation based on the best interest of the District.

Pricing shall remain firm for the initial term of the agreement.

## 21.0 OPTION TO RENEW CONTRACT PERIOD (DOES NOT APPLY)

Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.

Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least sixty (90) days prior to the renewal term and shall be accompanied by supporting documentation.

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 KMPS.

## **22.0 RESOLUTION FOR PROTEST AND DISPUTES**

The Managing Director of Operations (MDO) shall attempt to resolve informally all protests of bid award recommendations. Vendors are encouraged to present their concerns promptly to the KMPS MDO 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 MDO. The Managing Director of Operations 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 bidder of standing or offeror may protest to the Managing Director of Operations a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder 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 Managing Director of Operations 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 Managing Director of Operations within seven (7) calendar days of the recommendation of award or notification to the bidder or offeror 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 Managing Director of Operations shall inform the Chief of Operations (COO) upon receipt of the protest.
5. The Managing Director of Operations may confer with legal 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 Managing Director of Operations (MDO), at the time of filing a notice of protest, a bond payable to the KIPP Memphis Public Schools 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 KMPS and shall be immediately payable to the KMPS 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 of Operations, 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 KMPS for any other reason approved by the MDO. The KMPS shall hold the protest bond for at least eleven (11) calendar days after the date of the final determination by the MDO. If the protesting party appeals the MDO's determination to the protest committee, the MDO shall hold the protest bond until instructed by the COO to either keep the bond or return it to the protesting party.

#### **C. Appeal of Contract Award Decision**

The Managing Director of Operations shall issue a decision in writing. Any decision of an award protest may be appealed to the COO within seven (7) days of issuance of the decision by the Managing Director of Operations.

Any decision of an award protest may be appealed to the Chief Executive Officer within seven (7) days of issuance of the decision by the Chief of Operations.

The CEO will evaluate the issues involved and render a decision. The decision of the CEO is final.

#### **23.0 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)**

In accordance with 2 CFR 200.321, the notification is to assure that equal opportunities are provided for MBEs 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.

**24.0** See Pages DB1 & DB2 for compliance of the **Davis Bacon Act**.

## **PART III: BID SUBMISSION REQUIREMENTS**

### **1.1 GENERAL FORMAT**

- A. Bidders shall submit one (1) original hard copy and one (1) USB (with Bid formatted into a single pdf file) of the bid submission at the date and time that bids are due. The Electronic USB media shall bear a label on the outside containing the IFB number and name as well as the name of the Bidder and include all requested information and documents. **KMPS RESERVES THE RIGHT TO CONTRACT IN THE BEST INTEREST OF KMPS, AND TO REJECT ANY AND ALL BIDS AT ANY TIME PRIOR TO AWARD.**
- B. Bid submission shall be labeled on the outside of each submitted package with the following:
1. Bidder's name and business address;
  2. Bid Due Date/Time for receipt of Bids, and
  3. Invitation for Bid (IFB) number and Title
- C. Each bid must include a Transmittal Letter and Table of Contents. All pages must be numbered consecutively from beginning to end and separated by tabs as described below:
1. **TRANSMITTAL LETTER (TAB A):** Bids are to be accompanied by a brief transmittal letter prepared on the bidder's letterhead and signed by an individual who is authorized to commit the Offeror to the services and requirements in the IFB. This transmittal letter shall include:
    - a. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the bidder to the contract, who will receive all official notices concerning this IFB.
    - b. Acknowledgement of all Addenda to this IFB. (Appendix F)

### **2. FORMS (TAB B): (include the following)**

- a. Completed Bid Identification Submittal Form (Attached to the Outside of IFB Packet)
- b. Completed Non-Collusion Certificate (Notarized) (Appendix B)
- c. Completed Debarment Affidavit (Notarized) (Appendix C)
- d. Completed Anti-Bribery Affidavit (Notarized) (Appendix D)
- e. Completed Pricing Quote Confirmation (Appendix E)
- f. Completed Addenda Acknowledgement form (Appendix F)
- g. Complete Promise of Non-Discrimination Statement (Appendix G)
- h. Completed Bid Proposal Form (Appendix J) (include USB)
- i. Bid Bond, in the amount of 5% of the total amount of the Bid (must be included with submission)  
Evidence of capability of Performance Bond

- j. Any other required documents specified in the IFB

### **3. ADDITIONAL DOCUMENTS**

- a. Bidder may be requested to provide resumes of staff who will participate on this project

**Failure to provide any of the requested information or documents in this solicitation may render the bid non-responsive.**

## **PART IV: SCOPE OF WORK (Details)**

### **REPOINTING MASONRY PROJECT AT 230 HENRY AVE. (IFB #042123)**

KIPP Memphis reserves the right to award Scope #1 or Scope #2, or no award. The project will start on or before June 1, 2023. **The vendor must provide the project completion date for each scope of work they are bidding on.** Please provide the date of completion on the pricing schedule form in this bid (Appendix J).

#### **Scope 1**

**A. Exterior Wall Reconstruction-** Reconstruction of the western-facing wall and exit on the rear back side of the property

**B. Tuck Pointing:** Replacement or repair of 3500-4500 sf of damaged or exposed brick and mortar joints in various locations on the building that present the highest level of damage and potential for water damage.

#### **Scope 2**

**A. Exterior Wall Reconstruction-** Reconstruction of the western-facing wall and exit on the rear back side of the property

**B. Tuck Pointing:** Replacement or repair of damaged or exposed mortar joints for the entirety of the structure.

### **1. GENERAL**

#### **1.1 WORK INCLUDES**

##### **A. Base Bid:**

##### **1. General Contractor provide:**

- a. Establish construction zone protection, building protection and adjacent site protection.
- b. Replace fractured and/or spalled masonry units exists.
- c. Cut and tuck point damaged mortar joints.

#### **1.2 QUALITY ASSURANCE**

- A. Masonry restoration contractor shall have not less than five years documented experience doing work specified herein.
- B. Workmen shall be experienced in use of equipment on this project. Contractor shall use full-time foreman who has minimum of three years of experience in all phases of masonry restoration used in this project.

#### **1.3 REGULATORY REQUIREMENTS**

- A. Contractor shall comply with the requirements of EPA regulations, OSHA regulations, and all applicable State and local government regulations governing work within this specification.
- B. Building Code Requirements for Masonry Structures (ACI 530-92/ASCE 5-92/TMS 402-92).

#### **1.4 SUBMITTALS**

- A. Proof of experience requirement for firm doing the actual work.
- B. Submit manufacturer's product data.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site.
- B. Store and protect products.

## 1.6 EXISTING SITE CONDITIONS

- A. Examine the existing wall areas to be repaired. The exact amount of work to be performed can only be established by a thorough examination of the site.

## 1.7 WARRANTIES

- A. Warrant for a period of one year the masonry repairs against:
  - 1. Loss of bond between mortar and masonry units.

# 2. PRODUCTS

## 2.1 MATERIALS

- A. Mortar: ASTM C270, Type N, match existing in color:
  - 1. Water shall be potable, clean and free from acids, alkalies, or organic materials.
  - 2. Sand shall conform to ASTM C144, and shall be hard, sharp, clean, well graded, and free of organic material.
  - 3. Lime shall conform to ASTM C207, type S, Hydrated lime for Masonry Purposes. Air entrained lime shall not be used.
  - 4. Cement shall conform to ASTM C150, type II Portland Cement. It shall not contain more than 0.6 percent alkali to avoid efflorescence. Air entrained mortar shall not be used.
  - 5. The use of admixtures will not be permitted without the prior written approval of KIPP Memphis Project Manager.
- B. Expansion Joint Sealants:
  - 1. Sealant material shall be a one component exterior type urethane nonsag (gun) grade with elasticity to provide +25% movement capability. Color of sealant shall match existing mortar color. Comply with Federal Specification TT-S-00230C, Type II, Class A. Acceptable manufacturers or approved equivalent:
    - a. Tremco, DyMonic
    - b. Sika Corporation, Sikaflex-1a.
    - c. Sonneborn Building Products, Sonolastic NP-1.
  - 2. Backer rod shall be round polyethylene closed-cell foam of such diameter to assure compression when placed, and be compatible with the sealant selected.
- C. Cleaning Agents
  - 1. Acceptable manufacturers or approved equivalent:
    - a. ProSoCo
    - b. Hydrozo
    - c. Diedrich

### 3. EXECUTION

#### 3.1 ENVIRONMENTAL REQUIREMENTS

- A. Do not lay masonry or stonework, repoint, install sealant, wash down, or wet surfaces, when temperature may drop below 40 degrees F within 24 hours.

#### 3.2 PREPARATION

- A. Protect existing adjacent windows, roofing and coping from damage due to repair operations.
- B. Protect elements surrounding the work of this section from damage or disfiguration.
- C. Protect parking lot surface, sidewalks below the work area.
- D. Protect roof membrane and flashings from damage. Use plywood panels to protect roofing from punctures and other damage.
- E. Where materials are attached to the masonry (such as roof flashing, downspouts and collectors, etc) temporarily remove same to sufficiently allow access to the masonry for required work. Re-attach or re-install at end of project. Provide new attachment hardware where missing, finished to match existing. Repair to existing condition any damage to such materials caused by this Contractor, or replace with like kind.

#### 3.3 REPOINTING

- A. Remove existing construction.
  - 1. Remove the damaged or fractured existing mortar joints to a minimum depth of 1", or as much as may be necessary to reach sound material. Take care to avoid damaging existing masonry units or enlarging width of joints.
  - 2. Repair or replace existing masonry units damaged by cutting, spalling and chipping caused by routing operations.
  - 3. Thoroughly remove loose material from joints using a hose stream under normal pressure or by low-pressure compressed air.
  - 4. Repair existing masonry units that are cracked or fractured.
  - 5. Final preparation of the joint shall be done by hand.

- B. Preparation.

- 1. Mortar mixing.
    - a. Mortar should be mixed carefully to obtain uniformity of visual and physical characteristics, and comply with ASTM-C270.
    - b. Material proportions by volume to produce type N minimum strength:
      - 1. One part cement, one part lime, 6 parts sand.
    - c. Thoroughly mix lime, Portland Cement and sand prior to adding water.
    - d. Add one half the water volume and mix for 5 minutes. Remaining water should be added in small amounts until desired consistency is reached.
    - e. Mortar should be used within 30 minutes of final mixing.
    - f. Re-tempering is not permitted.

- C. Filling the joints.

- 1. After carefully routing and cleaning joints, wet joints thoroughly and then apply fresh re-pointing mortar. Allow water to soak into joints,

- but joints shall not be visibly wet with standing water during tuck pointing.
2. Fill mortar joints in layers not over 1/4" thick with each layer applied with pressure as soon as previous layer has partially dried. Do not tool each layer smooth; leave surface rough to help bond of subsequent layers. Compress the final packing as much as possible to completely fill joint. Compact joints solidly before final tooling.
  3. Tool joints concave to match existing. Take care to not spread mortar over edges of brick onto exposed surfaces. Do not feather edge mortar. Cure mortar by maintaining in a damp condition for 5 days.
  4. Allow mortar to fully harden for 10 days after completion of work.
  5. Thoroughly clean exposed masonry surfaces of excess mortar and foreign matter using stiff nylon or bristle brushes and cleaning agent.

### 3.4 CLEANING-GENERAL

- A. Promptly as work proceeds and upon completion, remove excess mortar, smears, efflorescence and droppings.
  1. Before cleaning verify that all mortar joints in area to be cleaned have been repointed and are sufficiently hard for cleaning.
  2. Test areas to be cleaned to determine the most effective cleaning method starting with the gentlest means possible utilizing brush and water wash at low to medium pressure. If alkaline or acidic cleaning methods are necessary, mask off areas below to protect finishes that may be damaged by chemical cleaners.
  3. Start cleaning at the lowest designated wall area and proceed to the top of the wall always keeping surfaces wet below the area being cleaned and rinse frequently to reduce the potential for streaking.
  4. After the designated area has been cleaned, wash down the wall areas below.
  5. The use of abrasive cleaning will not be permitted.
- B. Clean adjacent and adjoining surface of marks arising out of execution of work of this section.
- C. At end of each days work, sweep up and remove sand, mortar droppings, dust, dirt, debris, and rubbish.
- D. At completion of this work, remove all construction aids and insure that all sand, mortar droppings, debris, and rubbish have been removed.

**Note: Any and all questions or requests for clarification of technical issues and terms derived from the site visit(s) regarding this Bid must be submitted in writing to Gwendolyn Johnson at: [gjohnson@kippmemphis.org](mailto:gjohnson@kippmemphis.org). Also, any verbal response(s) is not an official response unless it comes from KMPS in writing.**

**PART V: BID IDENTIFICATION SUBMITTAL FORM**  
**(must be submitted on the front of the bid envelop)**



**BID IDENTIFICATION SUBMITTAL FORM**

(TO BE ATTACHED TO THE OUTSIDE OF THE BID PACKAGED)

**IFB# 042123**

**KIPP Memphis Public Schools**

**PROJECT TITLE:** **Repointing Masonry Project at Henry Ave.**

**PROJECT LOCATION: KIPP Memphis – Henry Campus**  
**230 Henry Ave., Memphis, TN 38107**

State law requires that Contractors be properly licensed at the time of the Bid opening, Tennessee Code Annotated, §62-6-119. Failure to complete the Bid Identification Submittal Form and attached on the outside of each submitted bid package shall void such bid and such bid shall not be considered.

**RESPONDENT IDENTIFICATION (PRIME CONTRACTOR)**

Name of Company	
Address, City, State, Zip	
Authorized Representative	
Phone #, Fax #, Email	

**TENNESSEE PRIME CONTRACTOR LICENSE INFORMATION**

License Number	Expiration	Classification, applicable to project	Limitation

**SUBCONTRACTORS TO BE USED ON THIS PROJECT:** If work is required for Electrical, Plumbing, HVAC, or Geothermal, Masonry, list subcontractor(s) that will perform that work. If Prime Contractor will perform that work with Prime Contractor's own forces, fill in Prime Contractor's name as subcontractor. If there is no work in a category, write "None Required" in the space. If acceptance of alternate or combination of alternates changes subcontractor, so indicate. Provide State contractor license number, expiration date and applicable classifications for Prime Contractor and listed subcontractors. If value of subcontractor's work is such that no license is required, and subcontractor is unlicensed, fill in "N/A" in the license number column, but still fill in name. Please provide all names in the same style as used for licensing and other legal transactions, without embellishment.

	Name, Address, City, State, Zip	License			
		Number	Expiration	Classification	Limitation
<b>Electrical</b>					
<b>Plumbing</b>					
<b>HVAC</b>					
<b>Geothermal</b>					
<b>Masonry</b>					

**SIGNATURE OF PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**

X
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## **PART VI: APPENDICES**

## **APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR SEALED BIDS**

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and county laws, rules, ordinances, statutes, etc., that may impact this contract. The KMPS shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, The KMPS may find said Contractor in default.

### **1.1 INVITATION TO BID**

The KMPS invites all interested and qualified vendors to submit sealed bids for the procurement of goods and services in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.

### **2.1 GENERAL BID REQUIREMENTS**

- A. SINGLE PRICE:** The Bidder will not be allowed to offer more than one price on each item even though the Bidder may feel that it has two or more types or styles that will meet specifications. Bidder must determine which to offer. If said Bidder should submit more than one price on any item, all prices for that item will be rejected.
- B. AGGREGATE BIDS:** Where provision is made on the Bid 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 the KMPS. When an aggregate bid is requested, the unit prices for each item shall be identified in the bid 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.
- C. COMPLIANCE WITH SPECIFICATIONS:**
  - 1. The awarded Bidder shall abide by and comply with the true intent of the specifications.
  - 2. Awarded Bidder shall not take advantage of any unintentional error or omission
  - 3. Awarded Bidder shall fully complete every part as the true intent and meaning of the 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.
  - 4. The successful bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to The KMPS, which would provide sufficient data to enable The KMPS to judge the bidder's compliance with the specifications.
- D. DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Bidder, in writing, as an attachment to the bid response. Bidders are fully aware that any deviations may render their bid as non-responsive. The absence of a written list of specification deviations attached to the bid response will hold the Bidder strictly accountable to The KMPS to the specification as written. After Bid award, any deviation by the Awarded Bidder from the

specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

- E. SUB-CONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the KMPS. The Awarded Bidder shall provide the name of the sub-contractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications. The information may be used in considering the potential performance capabilities of the sub-contractor(s). The Awarded Vendor shall not, without prior written consent of The KMPS, assign any of the monies payable under the contract.
- F. COOPERATIVE PURCHASING:** The KMPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the State of Tennessee as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Bidder(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 Bidder. The KMPS does not assume any responsibility other than to obtain pricing for the specifications provided.

### 3.1 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 bid request. All unit prices on items bid shall be completed on the Bid 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 bid, the unit price shall govern.
- B. UNITS OF MEASURE:** Wherever The KMPS indicates the unit of measure required for bidding purposes and the Bidder's price(s) is based on a different unit of measure than that indicated in the bid, it shall be at the sole discretion of KMPS to determine whether the Bidder's price will be recalculated. The KMPS will not accept any bids with bidder escalator clauses, unbalanced figures, or irregular features.
- C. 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.
- D. PRICE REDUCTIONS:** The KMPS reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.
- E. TAXES:** KMPS 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 highway use taxes.

- F. EXTRA CHARGES:** Unless agreed by the parties in writing, charges in excess of the amounts agreed upon in the final contract shall not be allowed.
- G. NO COMMITMENT:** This IFB does not commit KMPS to award a contract, pay any costs incurred in the preparation of any Bid submitted, procure or contract for Services from any Bidder or any other person. Accordingly, each Bidder shall be responsible for all costs incurred in the preparation and submission of its Bid or in any part of its participation in the pre-award process.
- H. CONDITIONS AND ASSUMPTIONS:** All Bids and related documents submitted shall be based on the same conditions and assumptions that will underlie any prospective final contract between KMPS and the successful Bidder. Thus, in establishing the terms of any resulting contract, KMPS may assume the conditions and assumptions underlying the Bid submitted by the successful Bidder are accurate.
- I. ETHICS IN PUBLIC CONTRACTING:** By submitting its Bid, Bidder certifies that its Bid is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Bidder, supplier, manufacturer, subcontractor, customer or other person in connection with its Bid and that it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, employment, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- J. PROHIBITED CONTACT:** Registered and non-registered lobbying of KMPS staff members or Board members with respect to a pending project or award is prohibited during the time period between the date the IFB is advertised and the date a final contract is awarded. ANY CONTACT BETWEEN KMPS STAFF MEMBERS OR BOARD MEMBERS AND ANY REPRESENTATIVE OF A RESPONDENT RELATING TO A PENDING PROJECT OR AWARD (WHETHER BY WRITING, TELEPHONE, E-MAIL OR OTHERWISE) OUTSIDE OF PROPERLY SCHEDULED MEETINGS, OTHER THAN AS INTENDED AND INITIATED BY AN KMPS STAFF MEMBER, SHALL BE GROUNDS FOR DISQUALIFICATION OF THE BIDDER FROM THE PROCESS. By submitting a Bid, the Bidder represents and warrants that it has not made, and will not make, any contact prohibited by this paragraph.
- K. CONFLICT OF INTEREST:** Bidder certifies that no KMPS Board member, staff member or any KMPS employee has a financial or beneficial interest in the Bidder.
- L. MANDATORY USE OF FORM AND MODIFICATION OF TERMS AND CONDITIONS:** Failure to submit a Bid on any official form provided for that purpose may be cause for rejection of a Bid. Return of the complete form is required. Modification of, or additions to, the general terms and conditions of this IFB may be cause for rejection of the Bid. Notwithstanding, the KMPS Director of Purchasing reserves the right to decide, on a case by case basis, in his or her sole discretion, whether to reject such a Bid.
- M. ERRORS OR OMISSIONS:** The Bidder shall not be allowed to take advantage of any errors or omissions in the specifications set forth in this IFB. Where errors or omissions occur in this IFB, the Bidder shall promptly notify the contact person listed in this IFB and report the identified error or omission. Inconsistencies in the specifications are to be reported before Bids are submitted to KMPS.
- N. LIABILITY FOR IMPROPER DATE OR TIME PROCESSING:** By submitting a Bid, the Bidder agrees that, if it becomes the successful contractor, the Bidder will indemnify and hold harmless KMPS and the officers, employees, Board members and agents of KMPS against any claim of, or liability for, breach of any contract related to the Services that is caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

- O. AUDIT:** Unless the contract is a firm fixed price contract, KMPS shall be entitled to audit the books and records of the successful contractor or any subcontractor thereof to the extent that such books and records relate to the performance of the successful contractor's contract with KMPS. Accordingly, the successful contractor agrees, and any subcontractor thereof will agree, to retain all books, records and other documents relative to this IFB and the related contract for a period of three (3) years from the date of final payment under the contract for the contractor and for a period of three (3) years from the date of final payment under the subcontract for the subcontractor, unless a shorter period is otherwise authorized in writing the KMPS. By submitting a Bid, the successful contractor grants to KMPS the right to perform, or have performed by its authorized agents and/or auditors, an audit of the books and records of the successful contractor. Consequently, KMPS will have full access to, and the right to examine, any of said materials following the giving of reasonable notice during said period. **BIDDERS ARE HEREBY NOTIFIED THAT ALL RECORDS OF ALL PERSONS CONTRACTING WITH THE KMPS MAY BE SUBJECT TO THE TENNESSEE PUBLIC RECORDS ACT.**
- P. COMPLIANCE WITH PROCEDURES:** The successful contractor will comply with all procedural instructions that may be issued from time to time by KMPS. However, the substantive terms and conditions of the contract shall not change without the written consent of all parties thereto.
- Q. OBLIGATION OF SUCCESSFUL CONTRACTOR:** By submitting a Bid, the successful contractor covenants and agrees, based upon its own investigation of the conditions to be met, that it fully understands its obligation and that it will not make any claim under, or have any right to cancellation or relief from, the contract because of any misunderstanding or lack of information.
- R. FORMAT OF SERVICES; SATISFACTION OF KMPS:** The Bidder agrees that, if it becomes the successful contractor, the Bidder will fully provide to KMPS, to the best of its capabilities, the Services in substantially the format, quality and scope required by, or indicated in, this IFB, including any modifications and additions hereto. Furthermore, the Bidder agrees to be responsible for providing the Services in a manner and to an extent satisfactory to KMPS.
- S. DELIVERY:** By submitting a Bid, the Bidder agrees that, if it becomes the successful contractor, the Bidder will deliver to KMPS all items required to be delivered by this IFB and the Agreement in a form, which is complete and ready for use.
- T. TAXES:** The successful contractor shall determine, be responsible for and pay any applicable taxes related to the Services or the Agreement, including but not limited to any property tax, sales tax, federal excise tax or federal highway use tax. KMPS is a tax-exempt organization and shall not be billed for, nor be expected to pay, any taxes applicable to the Services. **A COPY OF DOCUMENTATION VERIFYING THE "TAX EXEMPT" STATUS OF KMPS IS AVAILABLE AND WILL BE FURNISHED TO THE SUCCESSFUL CONTRACTOR UPON REQUEST.**
- U. SUPPORT:** If it becomes the successful contractor, the Bidder agrees and affirms that, throughout the Agreement Term, it will utilize its best efforts to assist and support KMPS in addressing any problem whatsoever relating to the Services or the Agreement.

#### **4.1 STABILITY OF FIRM**

- A.** Bids will not be considered from companies who are currently involved in official financial reorganization or bankruptcy proceedings.

#### **5.1 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 KMPS. If KMPS 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. See Davis Bacon guidelines located on the end of these bid documents.

## **6.1 QUALIFICATION SUBMISSION**

- A. BIDDER ADDRESS:** Each bid must show the full business address, telephone number, email and fax number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary.
- B. PARTNERSHIPS:** Bids by partnerships shall 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.
- C. CORPORATIONS:** Bids by corporations shall 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 bid as agent shall file satisfactory evidence of authorization to do so.
- D. BID PREPARATION FEES:** The KMPS will not be responsible for any costs incurred by a Bidder in preparing and submitting a Bid in response to a bid.
- E. BID EVALUATION:** While these specifications are intended to describe the principal features of the items bid, Bidders are notified that the proposed items will be evaluated for compliance with detailed specifications. The bid specifications shall vary with each individual bid issued, and the award shall be made in accordance with the General Terms and Conditions, which identify an individual line item, group bid or an aggregate basis. Bids shall be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. Evaluation may also be made for other factors such as serviceability, functional suitability, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. The KMPS will consider the Bidder's record and performance of any prior contracts with The KMPS, federal departments or agencies, or with other public bodies.
- F. TIE BIDS:** In the event of tie bids, where all other factors such as past performance on purchases/contracts or Bidder's service or delivery record are considered comparable, the selection of the successful Vendor shall be made by the Procurement Director via a coin toss.
- G. BID AWARD:** Bids will be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. The award may be subject to final review and approval by the KMPS. Upon acceptance and approval of the bid(s) by the KMPS, the KMPS may grant its approval subject to such conditions as it may deem appropriate. In such cases, a Notice of Award will not be issued until the award has been approved by the KMPS.

## **7.1 COMMENCEMENT OF SERVICES**

- A.** The KMPS shall have no obligation to pay for services performed before the Notice of Award is executed; KMPS approves the contract or after the contract ends. The KMPS shall have no obligation to pay for services in excess of the monetary amount of the award. The KMPS shall have no obligation to pay for services before a purchase order is issued.

## **8.1 ADDENDA**

- A. QUESTIONS/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. Inquiries are to be sent in writing via email 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 bid specifications will be made through the appropriate addenda. Failure of any Bidder to receive such addenda or interpretation shall not relieve any Bidder from any obligations under this bid as amended by all addenda. All addenda so issued shall become part of the award.

## **9.1 ANNULMENTS AND RESERVATIONS**

- A. RIGHT TO REJECT:** The KMPS reserves the right to exercise its statutory option to reject any or all bids and re-advertise for other bids. The KMPS reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the KMPS also reserves the right not to order any items(s) within the specification.
- B. WAIVER OF TECHNICAL DEFECTS:** The KMPS reserves the right to waive minor technical defects or minor irregularities, if in its judgment the interest of The KMPS shall so require.
- C. CONTRACT RESERVATIONS:** The KMPS 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 The KMPS 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 The KMPS 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, The KMPS 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, The KMPS reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

## **10.1 TERMINATION OF CONTRACT**

- A. TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The KMPS may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. The KMPS 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 The KMPS. 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:** The KMPS has the right to withdraw from the terms of the contract, without liability or showing cause, by providing ten (30) calendar days, written notice to the Vendor. The Vendor shall be compensated for services rendered prior to the date of termination.

## **11.1 GOVERNING LAW**

- A.** The bid shall be construed in accordance with, and interpreted under, the laws of the State of Tennessee. Any lawsuits arising out of such bid shall be filed in the Circuit Court of Shelby County, Tennessee.

## **12.1 CONTRACT TERMS AND CONDITIONS**

- A. INCORRECT INVOICES:** Invoices will be returned for correction unless they contain the following information: Item Numbers, Description of Item, Quantity, Unit Price extensions, and total. Each invoice shall reflect the KMPS Purchase Order Number, Ship to Location, and all the items on the invoice shall be listed in the same sequence as listed on the Purchase Order.
- B. PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.
- C. 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 the KMPS, then the KMPS shall have no obligation to pay for the stale invoices.
- D. 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 the KMPS. Vendor and its employees, agents, volunteers and contractors 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 The KMPS for the mutual disclosure of such records by and among the Vendor, The KMPS and The KMPS' employees, agents, volunteers and contractors.
- E. INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the KMPS of Education and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorneys' fees, litigation expenses and court costs, connected therewith, brought against the KMPS, the KMPS and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.

## 13.0 **INSURANCE:**

### C.1.1 **Contractor Provided Coverages**

All insurance obtained by the Contractor pursuant to this Agreement shall be written by insurance companies licensed to do business in Tennessee and acceptable to KMPS. In no event shall the companies have an A. M. Best rating of less than A-, financial size VIII.

Prior to the commencement of any operations by or on behalf of the Contractor relating to the Project, and with respect to any and all such operations, the Contractor shall procure, maintain and provide to KMPS and the:

- 1) Evidence of Contractor's **Commercial Automobile Liability Insurance**. A certificate of insurance and copy of endorsement shall be provided as evidence of:
  - a) Coverage for KMPS, their officers, directors and employees as additional insureds.
  - b) Coverage to apply to all liability arising out of the ownership or use of all vehicles owned by, hired by, borrowed by, or used on behalf of the Contractor.
  - c) Waiver of Subrogation to be provided in favor of KMPS, the Design Professional and their officers, directors, and employees.
  - d) If hazardous materials or waste are to be transported, the policy will be endorsed with the MCS-90 endorsement in accordance with the applicable legal requirements.
- 2) Contractor shall maintain insurance as set forth below during the Agreement period and shall furnish Client a Certificate of Insurance (COI) naming it as an additional insured for comprehensive general liability policy for not less than the following limits: injury to persons (\$1,000,000.00 each occurrence) and property damage (\$1,000,000.00 each occurrence); and automobile liability coverage, in an amount not less than \$1,000,000 per occurrence. Contractor shall maintain workers' compensation coverage on each of its employees.

#### 3) Evidence of **Contractor's Equipment Insurance**:

The Contractor is responsible for their tools and equipment including, but not limited to, construction trailers and their contents and temporary scaffolding at the project site, whether owned, leased, rented or borrowed. Contractor acknowledges and agrees that KMPS will not be responsible for any loss or damage to their tools and equipment. If insured, the Contractor's insurance policies covering tools and equipment will include a waiver of subrogation and any other rights of recovery in favor of KMPS. If uninsured, the Contractor will hold harmless KMPS, and Design Professional for loss or damage to their tools and equipment.

#### 4) Evidence of **Aircraft/Aviation Liability Insurance**:

Should any of the Contractors' work include using any owned, leased, chartered, or hired aircraft of any type, whether manned or unmanned, for the project, minimum limits minimum limits in the amount of:

Each Occurrence Limit and in the Aggregate (including passenger liability): \$5,000,000

The operator must maintain liability insurance covering bodily injury and property damage on a Combined Single Limit basis. If non-employee passengers are carried, there cannot be a per-passenger sublimit.

Prior to commencing operations, the operator must provide KMPS with a certificate of insurance naming KMPS, their officers, directors and employees as additional insureds on a primary and non-contributory basis. Operator and their insurer(s) must hold KMPS harmless and waive subrogation with respect to damage to the aircraft

If aircraft is to be used to perform lifts at the Project Site, a “slung cargo” endorsement must be included to cover the full replacement value of any equipment being lifted.

#### **C.1.2. Contractor’s Insurance Primary.**

Any coverage applicable to KMPS under Contractor’s insurance policies shall be primary and non-contributing with any insurance maintained by KMPS in its own name and on its own behalf. Copies of endorsements to Contractor’s policies shall be provided to KMPS.

#### **C.1.3. Cancellation.**

All such insurance shall be in form and substance satisfactory to KMPS and shall provide that not less than thirty (30) days’ notice of cancellation or non-renewal, other than non-payment of premium which shall be ten (10) days’ notice, be provided to KMPS and all Additional Insureds and certificate holders. If unavailable, Contractor must provide KMPS with thirty (30) days’ advance written notice of cancellation, other than non-payment of premium, which shall be ten (10) days’ notice. Contractor must notify KMPS of any material change or reduction in coverage to the Contractor’s insurance policies.

#### **C.1.4. Certificates of Insurance - Contractor Provided Insurance**

##### **Coverage Requirements**

As shown in Section C.1

##### **Additional Insured Wording for Contractors shall read:**

KIPP Memphis Public Schools, Design Professional and their officers, commissioners, agents and employees as now or hereafter exist as respect to the services / work to be performed under this Agreement, for coverages as required by contract.

##### **Additional Insured Wording for Subcontractors shall read:**

KIPP Memphis Public Schools, Design Professional and their officers, commissioners, representatives, agents and employees ATIMA and Awarding Contractor are additional insureds as respect to the services / work to be performed under this Agreement for coverages as required by contract.

##### **Filing of Certificates**

Certificates of insurance acceptable to KMPS shall be filed with KMPS prior to commencement of the Work. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment.

#### **C.1.5. Subcontractors Flow-Down Clause.**

All Subcontractors are subject to the same insurance requirements as Contractor Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain such insurance and upon request, must promptly furnish KMPS with copies of certificates of insurance evidencing coverage for each Subcontractor.

#### **C.1.6. The Right of KMPS to Maintain Insurance.**

In the event the Contractor fails to furnish and maintain the required insurance or to furnish certificates of insurance, KMPS shall have the right, at its option, to terminate this Agreement or to take out and maintain such insurance and hold the Contractor liable for the cost. Compliance by the Contractor with the requirements of this Article shall in

no way relieve the Contractor from liability under any provision of this Agreement or the Contract Documents.

## **C.2. KMPS Provided Insurance.**

Contractors and sub-contractors shall be responsible for purchasing builder's risk insurance coverage at all tiers under this project.

## **C.3. Other Insurance**

Any type of insurance or any increase of limits of liability not described in this section which the Contractor or any Subcontractor requires for their own protection or on account of any statute will be their own responsibility and their own expense. Any type of insurance or any increases of limits of liability not described herein that the Contractor or any Subcontractor requires for its own protection or on account of statute shall be its own responsibility and its own expense. If the Contractor or the Subcontractors maintain any insurance policies covering owned, leased or borrowed, equipment, such policies shall contain a waiver of subrogation against KMPS. Each item must be shown as a line item and approved by KMPS.

## **C.4. Deductibles**

The Contractor shall be responsible for the payment of the deductible amounts for any insurance in force pursuant to this Agreement whether such insurance is furnished by KMPS or the Contractor.

## **C.5. Insurance for Project Property While outside the United States and Canada.**

If any project property is in transit or is located outside the continental United States or Canada for any reason, Contractor shall arrange to insure such property for its full replacement value separate from the other insurance described herein.

#### **C.6. No Representation of Coverage Adequacy.**

In specifying minimum Contractor insurance requirements, KMPS does not represent that such insurance is adequate to protect Contractor for loss, damage or liability arising from its work.

Contractor is solely responsible to inform itself of the types or amounts of insurance it may need beyond these requirements to protect itself. The insurance requirements set forth in minimum amounts shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude KMPS from taking such other actions as is available to it under any other provision of the contract.

#### **C.7. Contractor Responsibilities**

The Contractor will cooperate with and will require all eligible Subcontractors to cooperate with KMPS. The Contractor and eligible Subcontractors responsibilities will include, but not be limited to:

- 1) Compliance with any applicable Construction Safety Program;
- 2) Provision of necessary contract, operations and insurance information, including verification of current Worker's Compensation Experience Modifier;
- 3) Contractor shall provide its current Worker's Compensation Experience Modifier and evidence that it can comply with this contract's insurance requirement at time of bid.

#### **C.8. Approval of Forms and Companies**

All insurance described in this Section will be written by an insurance company or companies satisfactory to KMPS and licensed to do business in Tennessee and will be in a form and content satisfactory to KMPS. No party subject to the provisions of this contract will violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein.

#### **C.9. Coverage to be provided by Contractor during Warranty Period**

During the period following the final acceptance date and prior to expiration of the warranty period hereunder, Contractor will maintain in full force and effect all insurance as specified in paragraph C.1 covering all Work performed during such period.

#### **C.10. Waiver of Subrogation and Waiver of Rights of Recovery**

Contractor waives all rights of subrogation and recovery against KMPS and Design Professional. The Contractor and each Subcontractor will require all Subcontractors to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work.

#### **C.11. No Release**

The provision of any insurance by KMPS will in no way be interpreted as relieving the Contractor or any Subcontractor of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

#### **14.1 NON-ASSIGNABILITY**

- A. This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of the KMPS. Any attempt to do so without such written consent shall be null and void of no effect.

## **15.1 GENERAL RECORDS CLAUSE**

- A.** The Vendor shall agree that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by The KMPS and made available by the Bidder to the KMPS and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of five (5) years after final payment or such longer period of time as required by law or rule or regulations.

## **16.1 SOLE AGREEMENT**

- A.** 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 bids shall not be considered a part of this Contract.

## **17.1 PROTECTION OF PROPERTY**

- A.** Bidder will use reasonable care to avoid damaging existing buildings, equipment, and property at The KMPS sites and all material furnished by the KMPS. 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 the KMPS 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.

## **18.1 PUBLIC STATEMENTS**

- A.** Bidder shall not use or reference the Name or Emblem of KMPS 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 The KMPS, whose consent will not be unreasonably withheld. Purchase by the KMPS of any articles, material, merchandise, or service does not imply that the KMPS 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 the KMPS in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the KMPS is prohibited by the United States Criminal Code - Section 706.

## **19.1 BID FORM**

- A.** All pricing submitted shall be prepared and submitted using the enclosed Bid Form(s) and not using other forms or formats. Bidders, who modify the Bid Form(s) or include supplemental pricing or conflicting cost information, will be considered non-conforming and the bid will be rejected.

## **20.1 SENSITIVE INFORMATION**

- A.** The bidder shall not publish or otherwise disclose, except to the KMPS and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in publications whereby the information or data furnished by or about particular person or establishment can be identified, except with the consent of such person or establishment.
- B.** The parties shall not use or disclose any information about a recipient receiving services from, or otherwise rerolled in, a KMPS program affected by or benefiting from services under this bidder for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

## **21.1 NON-HIRING OF EMPLOYEES**

- A. No employee of the KMPS shall be employed or encouraged to become employed by the bidder.

## **22.1 RELATIONSHIP TO THE KMPS**

- A. The bidder will be legally considered as an independent contractor and neither the firm nor its employees will, under any circumstances, be considered an employee or agent of the KMPS. The KMPS will not be legally responsible for any negligence or other wrongdoing of the contractor, its servants or agents.

## **23.1 AVAILABILITY OF FUNDS**

- A. KMPS for the purchase of such articles. The obligation of the KMPS on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual KMPS appropriations for the fiscal year(s) involved.

## **24.1 INFRINGEMENT OF PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OTHER INTEREST**

- A. The following terms apply to any infringement, of claim or infringement, of any patent, trademark, copyright, trade secret or other proprietary interest based on the manufacture, normal use or sale of any material, equipment, programs or services furnished by Bidder to the KMPS, unless such infringement or claim results from the Bidder following written instruction or directions of The KMPS. Bidder shall indemnify the KMPS, for any loss, damage, expense, or liability that may result by reason of any such infringement or claim. Bidder shall defend or settle, at Bidder's own expense, any action or suit for which Bidder is responsible hereunder. The KMPS shall notify Bidder promptly of any claim or infringement for which Bidder is responsible and shall cooperate with Bidder in every way to facilitate the defense of any such claim.

## **25.1 NON-DISCRIMINATION**

- A. The Contractor is to conduct business in a non-discriminatory manner prohibiting discrimination in any manner against any employee or applicant for employment because of sex, race, creed, color, age, mental or physical disability, sexual orientation or national origin.

## **26.1 LEGAL COMPLIANCE**

- A. Specifically, contractor 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 contractor and contractor'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.

**APPENDIX B - NON-COLLUSION CERTIFICATE**

(TO BE SUBMITTED WITH BID)

**IFB # 042123**

**PROJECT TITLE:** Repointing Masonry Project at Henry Ave.

**PROJECT LOCATION:** KIPP Memphis – Henry Campus  
230 Henry Ave., Memphis, TN 38107

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:

- (1) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (2) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price Bid of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid 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 C - DEBARMENT AFFIDAVIT**

(TO BE SUBMITTED WITH BID)

**IFB # 042123**

**PROJECT TITLE:** **Repointing Masonry Project at Henry Ave.**

**PROJECT LOCATION: KIPP Memphis – Henry Campus**  
**230 Henry Ave., Memphis, TN 38107**

\_\_\_\_\_, being first duly sworn deposes and says that he is an officer in the \_\_\_\_\_ and the party making a certain Bid or bid dated, \_\_\_\_\_ 20\_\_\_\_, to KIPP Memphis Public Schools:

I further affirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

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

I further affirm that:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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

Signature of:

x \_\_\_\_\_  
Bidder, if the bidder is an individual

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

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x \_\_\_\_\_ Notary Public

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

**APPENDIX D - ANTI-BRIBERY AFFIDAVIT**

(TO BE SUBMITTED WITH BID)

**IFB # 042123**

**PROJECT TITLE:** **Repointing Masonry Project at Henry Ave.**

**PROJECT LOCATION: KIPP Memphis – Henry Campus**  
**230 Henry Ave., Memphis, TN 38107**

\_\_\_\_\_, being first duly sworn deposes and says that he is an officer in the organization known as \_\_\_\_\_ and the party making a certain Bid or bid dated, \_\_\_\_\_ 20\_\_\_\_, to KIPP Memphis Public Schools:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business 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 \_\_\_\_\_  
Bidder, if the bidder is an individual

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

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x \_\_\_\_\_ Notary Public

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

**APPENDIX E – PRICING CONFIRMATION**

(TO BE SUBMITTED WITH BID)

**IFB # 042123**

**PROJECT TITLE:** **Repointing Masonry Project at Henry Ave.**

**PROJECT LOCATION:** **KIPP Memphis – Henry Campus**  
**230 Henry Ave., Memphis, TN 38107**

**CONTRACTOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TO:** KIPP Memphis Public Schools

We propose to provide **Repointing Masonry Project at Henry Ave.** to KIPP Memphis Public Schools in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions of **IFB #042123**.

**Instructions:**

Each vendor shall provide a fixed price for each cost item listed on the Bid Form. *Bidders must bid on all items listed or no bid.* Price shall be fixed for the initial contract award term/year(s).

The undersigned agrees to furnish all labor, materials, and services necessary to provide for **Repointing Masonry Project at Henry Ave.** for KIPP Memphis Public Schools in accordance with the attached specifications and other related contract documentation.

**Vendors must complete all cost items on the included Bid Form or insert NO BID**

**Name** \_\_\_\_\_ **Title** \_\_\_\_\_

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

**Email Address** \_\_\_\_\_

**APPENDIX F - ADDENDA ACKNOWLEDGEMENT**

(TO BE SUBMITTED WITH BID)

**IFB #042123**

**PROJECT TITLE:** **Repointing Masonry Project at Henry Ave.**

**PROJECT LOCATION:** **KIPP Memphis – Henry Campus**  
**230 Henry Ave., Memphis, TN 38107**

**CONTRACTOR NAME:** \_\_\_\_\_

**(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 G – PROMISE OF NON-DISCRIMINATION STATEMENT**

(TO BE SUBMITTED WITH BID)

**IFB #042123**

**PROJECT TITLE:** **Repointing Masonry Project at Henry Ave.**

**PROJECT LOCATION:** **KIPP Memphis – Henry Campus**  
**230 Henry Ave., Memphis, TN 38107**

**CONTRACTOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

Know All Men by These Presents, that the Contractor (hereinafter “Company”), in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by the KIPP Memphis Public Schools, hereby consents, covenants and agrees as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any Proposal submitted to KIPP Memphis Public Schools or the performance of any contract resulting from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all businesspersons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;
- (3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make voluntary good faith efforts to solicit LSBEs to do business with this Company;
- (4) That the promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

**CONTRACTOR’S AUTHORIZED REPRESENTATIVE**

**NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**APPENDIX – J BID PROPOSAL FORM**  
**(TO BE SUBMITTED WITH BID)**  
**IFB #042123**

**PROJECT TITLE:** **Repointing Masonry Project at Henry Ave.**

**PROJECT LOCATION:** **KIPP Memphis – Henry Campus**  
**230 Henry Ave., Memphis, TN 38107**

Prime Contractor Name: \_\_\_\_\_

Prime Contractor's Address: \_

TO: KIPP Memphis Public Schools, Memphis, Tennessee, 38112

**The Prime Contractor hereby acknowledges, attests, certifies, warrants, and assures that:**

- (1) Contractor has received, read and understands the Bidding Documents and this bid is made in accordance therewith.
- (2) Contractor has visited the site and become familiar with the local conditions under which the work is to be performed; and has correlated all observations with the requirements of the Bidding Documents.
- (3) Documents identified as "Information Available to Bidders" are prepared solely for the Designer's use in design of this Work and have not been relied upon in the preparation of this bid. The use and interpretation of such information for any purpose is entirely the responsibility of the using party.
- (4) Contractors and subcontractors that have been disqualified from participating in State Building Commission projects have not been included in this bid and will not be allowed to perform work under the contract that may result.
- (5) Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor or consultant who will utilize the services of an illegal immigrant in the performance of this Contract.
- (6) Failure to complete this Bid Form, provide required attachments, or comply otherwise with Instructions to Bidders, may be cause for rejection of bid.
- (7) The person who signs this bid on behalf of the Contractor is legally empowered to bind the Contractor to a Contract.
- (8) Iran Divestment Act. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief the Contractor is not on the list created pursuant to Tenn. Code Ann. § 12-12-106. The Contractor further certifies that it shall not utilize any subcontractor that is on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- (9) This Contractor's status, as required by the State Building Commission Policy and Procedures, is:  
(True or False)\_\_\_\_\_The Contractor and/or any of the Contractor's employees, agents, independent contractors and/or proposed subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any contract crime involving a public contract.
- (10) Contractor understands and agrees that the lump sum bid price includes all taxes such as sales, use, excise, licenses, etc., now or hereafter imposed by Federal, State or other government agencies upon the equipment, labor and materials specified, and that all said taxes shall be paid by the Contractor.
- (11) Contractor agrees to:
  - (a) Honor this bid for a period of One Hundred Twenty (120) days following the date of the scheduled opening of bids.
  - (b) Enter into and execute a contract, if presented on the basis of this bid, and to furnish certificates(s) of insurance, bond(s), and other documents related to the contract as required by the Bidding Documents.
  - (c) Accomplish the Work in accordance with the Contract Documents.
  - (d) Achieve Completion of the Work in accordance with the number of calendar days Contract Time set forth, allotted from and including the date stipulated in the Notice to Proceed; and, accept the conditions for Liquidated Damages in the amount set forth per calendar day, if applicable.
  - (e) The required Bid Security (Bond), in the amount of five percent (5%) of the total amount of bid, including alternates and allowances is attached hereto.
  - (f) Contractor assures in addition to this Bid Proposal Form, all required forms and documents are included and attached hereto with their Bid Response.

KIPP Memphis reserves the right to award Scope #1 or Scope #2, or no award. The project will start on or before June 1, 2023. **The vendor must provide the project completion date for each scope of work they are bidding on.**

**SCOPE of Work #1: Please provide bid price below for Scope of Work #1.**

- A. Exterior Wall Reconstruction-** Reconstruction of the western-facing wall and exit on the rear back side of the property
- B. Tuck Pointing:** Replacement or repair of 3500-4500 sf of damaged or exposed brick and mortar joints in various locations on the building that present the highest level of damage and potential for water damage.

Base Bid (Words) \_\_\_\_\_

Base Bid Scope of work, Total (Figures)	\$
Base Bid 5% Owner's Contingency Amount (Figures)	\$
Base Bid Allowances, Total (Figures)	N/A
Base Bid Performance and Payment Bond Cost (Figures)	\$
<b>Total Combined Base Bid (Figures)</b> (Base Bid + 5% Owner's Contingency + Allowance + Performance and Payment Bond Cost)	\$

**Must provide project completion date for Scope of Work #1: Date** \_\_\_\_\_

**SCOPE of Work #2: Please provide bid price below for Scope of Work #2.**

- A. Exterior Wall Reconstruction-** Reconstruction of the western-facing wall and exit on the rear back side of the property
- B. Tuck Pointing:** Replacement or repair of damaged or exposed mortar joints for the entirety of the structure.

Base Bid (Words) \_\_\_\_\_

Base Bid Scope of work, Total (Figures)	\$
Base Bid 5% Owner's Contingency Amount (Figures)	\$
Base Bid Allowances, Total (Figures)	N/A
Base Bid Performance and Payment Bond Cost (Figures)	\$
<b>Total Combined Base Bid (Figures)</b> (Base Bid + 5% Owner's Contingency + Allowance + Performance and Payment Bond Cost)	\$

**Must provide project completion date for Scope of Work #2: Date** \_\_\_\_\_

**The Authorized Representative, submits this Bid Proposal Form:**

Print Name & Title	
Signature & Date	

**On behalf of the following Prime Contractor:**

Name of Company	
State of Incorporation:	
Address, City, State, Zip	
Phone #, Fax #, Email	

**NOTE: TENNESSEE CONTRACTOR'S LICENSE NUMBER, EXPIRATION DATE, AND LICENSE CLASSIFICATION IS REQUIRED ON THE OUTSIDE OF THE BID ENVELOPE. ALL CONTRACTOR'S MUST USE THE BID ENVELOPE AND ATTACH THE BID IDENTIFICATION SUBMITTAL FORM PROVIDED IN THE INVITATION TO BID DOCUMENTS.**



DATE: September 01, 2022

FROM: KIPP Memphis Public Schools (KMPS)

SUBJECT: Asbestos in Schools – Formal Notification

REFERENCE: U.S. Environmental Protection Agency Regulations 40 CFR, Part 763 – Asbestos Containing Materials in Schools, Final Rule and Notice (Federal Register Volume 52, No. 210, Friday, October 30, 1987)

The Environmental Protection Agency issued a final rule under Section 203 of Title II of the Toxic Substances Control Act (TSCA), 15 U.S.C. 2643, and effective December 14, 1987, to require all educational agencies to identify Asbestos Containing Materials in their school buildings and take the appropriate actions to control release of Asbestos Fibers. The local educational agencies are required to describe their activities in management plans which must be made available to all concerned persons and submitted to State Governors. This final rule requires that local educational agencies use specially trained and certified persons to conduct inspections for asbestos, develop management plans, and design or conduct major actions to control asbestos.

KMPS has developed a plan for each school facility that shows where Asbestos Containing Materials or suspected Asbestos Containing Materials are to be found therein. This plan is available in the main office at each of our schools or facilities.

Therefore, any short-term worker/vendor/contractor installing services/equipment or making repairs in any facility of KIPP Memphis Public Schools will be responsible for determining whether or not their work will be in an area with Asbestos Containing Materials, it will be imperative that KIPP Memphis Public Schools be advised and approve performance of such work before it is started.

## **ATTACHMENT "A"**

DATE: September 01, 2022  
FROM: KIPP Memphis Public Schools  
TO: Contractors/Vendors Accomplishing Maintenance/Repairs or Installing Equipment in KIPP Memphis Public Schools Facilities  
SUBJECT: Asbestos in Schools – Formal Notification

The aforementioned regulations are extremely important. Violations of Title I of TSCA by persons other than local education agencies can result in civil penalties to you of up to \$25,000.00 per day. In addition, criminal penalties may be assessed to individuals who knowingly and willfully commit such violations.

Prior to completing any work in any KIPP Memphis Public Schools Facility, you must complete Attachment A Form No. I (Certification of Receipt of Asbestos Notification) and return it to the KIPP Memphis Facility Main Office.

If your work will require the penetration of Asbestos Containing Material or the disturbance of Asbestos Containing Material in any school facility, please complete Attachment A Form No. II (Request of Approval to Disturb Asbestos) and forward it immediately KIPP Memphis Facility Main Office. Do not proceed until you have been contacted by the Asbestos Designated Person for KIPP Memphis Public Schools.

### Attachment A Forms:

- I. Certification of Receipt of Asbestos Notification
- II. Request for Approval to Disturb Asbestos

## ATTACHMENT "A" FORM

### Certification of Receipt of Asbestos Notification

In accordance with the requirements of Environmental Protection Agency Regulations, KIPP Memphis Public Schools has notified my company of the location of the Asbestos Information Folders/Asbestos Management Plans in each of KIPP Memphis Public Schools Facilities in which I may be required to work. I understand that specially trained and certified persons are required to conduct inspections for asbestos, develop management plans, and design or conduct any action that might result in the disturbance of asbestos. All personnel in my firm who may be required to do work in KIPP Memphis Public Schools have been instructed as to the possible locations of the asbestos containing materials in school buildings and of the location of the Asbestos Information Folders/Management Plans. No worker who has not received the proper and required training will disturb or remove any asbestos from and KIPP Memphis Public Schools facility (this certification will be completed and forwarded to KIPP Memphis Public Schools).

VENDOR COMPANY NAME:

---

Authorized signature (Must be an Officer of the Company)

---

DATE

## ATTACHMENT "A" FORM

### Request for Approval to Disturb Asbestos

If your work will require the penetration of asbestos containing material or disturb any asbestos containing material in a school facility, please complete the information below and send it to the KIPP Memphis Facility Main Office. You will be advised on the approval to do said work and of any precautions necessary. After your request is reviewed, you will receive a written approval to proceed.

### Brief description of work to be performed

School/Facility Name:

Address of School/Facility:

Specific Areas or Room  
Numbers:

Complete Description of Work Required and Asbestos to be disturbed:

Qualified Personnel (Included Name(s) and Training Received):

VENDER COMPANY NAME

AUTHORIZED SIGNATURE

DATE

ATTACHMENT "A" FORM II

# SMOKING PROHIBITED

SMOKING IS PROHIBITED BY LAW IN ALL ENCLOSED PUBLIC PLACES  
INCLUDING SEATING AREAS AND RESTROOMS



Additionally, smoking and/or the use of all tobacco products, including smokeless tobacco, are prohibited in all Board of Education buildings (schools and other facilities); in any public seating area, including but not limited to, bleachers used for sporting events, or public restrooms; and in all areas owned, leased or operated by the district at all times.

Shelby County Schools offers educational and employment opportunities without regard to race, color, religion, sex, creed, age, disability, national origin, or genetic information.



## **Davis-Bacon Act and Related Acts**

**([40 USC §3141 et seq.](#); [29 CFR Parts 1, 3, 5, 6 and 7](#))**

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

### **Employee Rights**

The Davis-Bacon and Related Acts provide laborers and mechanics on covered contracts the right to receive at least the locally prevailing wages (including fringe benefits), as determined by the Department of Labor, for the type of work performed. The [Wage and Hour Division](#) and respective federal contracting agencies accept complaints of alleged Davis-Bacon violations

### **Notices and Posters**

Every employer performing work covered by the labor standards of the DBRA must post the WH-1321 ["Employee Rights Under the Davis-Bacon Act" poster](#) at the site of the work in a prominent and accessible place where it may be easily seen by workers. The applicable wage determination must be similarly posted.

### **Recordkeeping**

Under the Davis-Bacon and related Acts, covered contractors must maintain payroll and basic records for all covered laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- Name, address, and social security number of each worker
- Each worker's work classifications
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid



- Detailed information regarding bona fide fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- If applicable, detailed information regarding approved apprenticeship or trainee programs

Some of the records required to be kept under the law are also required under the Fair Labor Standards Act. See Wage and Hour Division [Fact sheet #21: Recordkeeping Requirements under the Fair Labor Standards Act \(FLSA\)](#).

### Reporting

Each covered contractor and subcontractor must, on a weekly basis, provide the contracting agency a copy of all payrolls providing the information listed above under "Recordkeeping" for the preceding weekly payroll period, except that that full social security numbers and home addresses shall not be included on weekly transmittals, and instead the payrolls only need to include an individually identifying number for each worker (e.g., the last four digits of the worker's social security number). Each payroll submitted must be accompanied by a "Statement of Compliance" using page 2 of [Form WH-347 Payroll \(For Contractors Optional Use\)](#), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the contractor or subcontractor, or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and delivered to a representative of the federal or state agency in charge. This must be submitted within seven days after the regular pay date for the pay period.

From time to time, contractors may also be asked to submit, via survey, wage data from construction projects on which they have employed laborers and mechanics for use by WHD in determining the locally prevailing wage rates that will apply to Davis-Bacon and related Acts-covered projects in the future. The submission of wage data is encouraged, but voluntary. When new surveys are conducted to enable WHD to reflect the locally prevailing wages, contractors and others may use the [WD-10 Form, Report of Construction Contractor's Wage Rates](#).