

May 2, 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 **May 16, 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 #051623 – Cafeteria Tables and Assembly

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 **Gwendolyn Johnson** at gjohnson@kippmemphis.org by **May 8, 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 **Cafeteria Tables and Assembly** (Delivery to: 2110 Howell Ave., Memphis, TN 38108)

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 **Cafeteria Tables and Assembly**. 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 (N/A)

3.0 PRE-BID MEETING (N/A)

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 May 8, 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 May 9, 2023**, at: <https://www.kippmemphis.org/procurement>. Please do not submit question in PDF format.

5.0 BID TIMELINE

Bid Posted	May 2, 2023
Questions Due	May 8, 2023 - 9:00 AM CST
Question and Answers Posted	May 9, 2023 – COB
Bid Due Date/Time	May 16, 2023 – 1:000 PM CST

6.0 POINT OF CONTACT

Gwendolyn Johnson, Managing Director of Operations
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 May 16, 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. Offeror's 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 (N/A)

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/manufacturer experience a decrease in costs associated with the execution of the contract.

Price adjustments from the contractor/producer/processor/manufacturer 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 MWBEs 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.

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 H)

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

- a. Certification Regarding Lobbying (Appendix B)
- b. Completed Debarment Affidavit (Appendix C)
- c. Buy American Form (Appendix D)
- d. Completed Non-Collusion Certificate (Notarized) (Appendix E)
- e. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
- f. Completed Pricing Quote Confirmation (Appendix G)
- g. Completed Addenda Acknowledgement form (Appendix H)
- h. Complete Promise of Non-Discrimination Statement (Appendix I)
- i. Completed Bid Pricing Form (Appendix J) (include USB)
- j. Any other required documents specified in the IFB

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

PART IV: SCOPE OF WORK
Cafeteria Tables and Assembly
(Specification Details)

(IFB #051623)

60" Round Mobile 8 Stool Cafeteria Table with Chrome Frame (durable for high school students) (includes delivery and assembly)

Please note: The unit cost for each table should include any freight/delivery charges. Please include a separate cost for the assembly of all 20 tables as one cost. This is an all or none bid. The vendor must provide a unit cost for the table and one cost to assemble all 20 tables. (When assembling tables on site, the vendor must dispose all boxes, debris, etc.) Please see Appendix J – Bid Pricing Schedule.

Please include in the bid submission the specifications of the vendor's bid item, include but not limited to: specific item brochure, item specifications, item/manufacture number, etc.

Specifications:

- 60" round mobile cafeteria table with 8 stools
- Solid 14-gauge steel frame (tubular steel)
- High pressure laminate tabletop (light gray)
- Tabletop Trim (black)
- Easily fold and lock with heavy duty casters for storage
- Navy blue stools
- 29" table height

“In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin,

sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA”.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary
for Civil Rights 1400
Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

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 item(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 . This is a "no fee" service.

APPENDIX B
(TO BE SUBMITTED WITH BID)
IFB#: 051623

Cafeteria Tables and Assembly

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.**
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.**
- (3) The undersigned shall require that the language of the certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.**

FNS Grant/Cooperative Agreement

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

APPENDIX C - DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH BID)
IFB#: 051623
Cafeteria Tables and Assembly

This form is available electronically.

OMB Control No. 0505-0027

Expiration Date: 04/30/2022

AD-1048

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the
department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX D - REGARDING “BUY AMERICAN” REQUIREMENTS (IFB #051623)

We require that suppliers comply with the Buy American provision in all program meals and:

- 1) certify that the products they are offering are domestic; or
- 2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line-item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least () days prior to the scheduled delivery date.

Item as specified (include vendor number)	Reason for exception (check one: “Limited or lack of availability” or “Price”)		Alternative substitute item (include vendor number)	Price of Domestic Product	Price of Non-Domestic Product	Country of Origin
	Limited or lack of availability	Price				

In all cases, the school food authority (SFA) is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

What other alternatives to using non-domestic food products were considered?

Requested Waiver Items

I/We, _____, certify that all food items on this bid have at least _____ percent U.S. content and were processed in the U.S., except for those listed above.

Vendor Certification

Authorized signature

Date

APPENDIX E - NON-COLLUSION CERTIFICATE

(TO BE SUBMITTED WITH BID)

IFB#: 051623

Cafeteria Tables and Assembly

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 F - ANTI-BRIBERY AFFIDAVIT

(TO BE SUBMITTED WITH BID)

IFB#: 051623

Cafeteria Tables and Assembly

_____, 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 G – PRICING CONFIRMATION

(TO BE SUBMITTED WITH BID)

IFB#: 051623

Cafeteria Tables and Assembly

CONTRACTOR NAME: _____

ADDRESS: _____

TO: KIPP Memphis Public Schools

We propose to provide **Cafeteria Tables and Assembly** to KIPP Memphis Public Schools in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions of **IFB #051623**.

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 **Cafeteria Tables and Assembly** 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 H - ADDENDA ACKNOWLEDGEMENT

(TO BE SUBMITTED WITH BID)

IFB#: 051623

Cafeteria Tables and Assembly

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 I – PROMISE OF NON-DISCRIMINATION STATEMENT

(TO BE SUBMITTED WITH BID)

IFB#: 051623

Cafeteria Tables and Assembly

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 – PRICING BID FORM

(TO BE SUBMITTED WITH BID)

IFB#: 051623

Cafeteria Tables and Assembly

Please note: The unit cost for each table should include any freight/delivery charges. Please include a separate cost for the assembly of all 20 tables as one cost. This is an all or none bid. The vendor must provide a unit cost for the table and one cost to assemble all 20 tables.

Please include in the bid submission the specifications of the vendor's bid item, include but not limited to: specific item brochure, item specifications, item/manufacture number, etc.

<u>Item #</u>	<u>Qty.</u>	<u>Item Description</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
1.	20	60" Round Mobile 8 Stool Cafeteria Tables, per bid specifications	\$_____	\$_____
2.	1	Assembly Cost for 20 Tables	\$_____	\$_____

TOTAL COST \$_____

Please indicate lead time for delivery and assembly of tables based on receipt of a purchase order after bid award: _____ # of days or weeks.

