

January 5, 2023

KIPP MEMPHIS PUBLIC SCHOOLS

2670 Union Ave. Extended, Suite 1100 □ Memphis, Tennessee 38112 □ Phone (901) 452-2682
(This proposal will not be accepted electronically or by facsimile. All proposals must be mailed or delivered to the above address.)

REQUEST FOR PROPOSAL

(NOT AN ORDER)

Please submit proposals on the item(s) listed below. The right is reserved to reject any or all proposals. If substitutions are offered, give full particulars. The proposal must be submitted no later than **January 27, 2023 @ 1:00 PM CST.**

KIPP Memphis Public Schools reserves the right to accept or reject any or all proposals, 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 Respondents 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 proposals for:

RFP- Maintenance Trade Disciplines and Minor Construction Services **(RFP #01272023)**

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

During the solicitation process, Respondents 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 RFP must be submitted in writing via e-mail to **Gwen Johnson** at gjohnson@kipppmemphis.org by **January 18, 2023 @ 10:00 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 Request for Proposal (RFP) is soliciting proposals for **Maintenance Trade Disciplines and Minor Construction Services**.

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 SERVICES

KMPS requests proposals **Maintenance Trade Disciplines and Minor Construction Services**. The scope of services 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 V: Scope of Services.**

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.

Proposal 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 proposal 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 anticipated term of this contract shall be upon execution for one year. Upon mutual agreement, the contract has an option to renew for two (2) additional one year terms.

3.0 PRE-PROPOSAL CONFERENCE (Not Required)

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 January 18, 2023 @ 10:00 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 by **Close of Business (COB) on January 19, 2023**, website: <https://www.kippmemphis.org/procurement>. Please do not submit question in PDF format.

5.0 RFP TIMELINE

RFP Posted	January 5, 2023
Questions Due	January 18, 2023 - 10:00 AM CST
Question and Answers Posted to Website	January 19, 2023 – by COB
Proposal Due Date/Time	January 27, 2023 - 1:00 PM CST

6.0 POINT OF CONTACT

Gwen 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 price contract based on the scope of work.

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 REQUEST FOR PROPOSAL (RFP) REVISIONS

Should it become necessary to revise any part of this RFP, 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 RFP 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, proposals must be received at the KMPS Regional Office no later than **1:00 PM CST on January 27, 2023, 2670 Union Ave. Extended, Suite #1100, Memphis, TN 38112**. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal in the Regional Office prior to the deadline. Any proposal received in the Regional Office after the submission deadline, no matter what the reason, will be returned unopened. **Proposals responses delivered to any other location shall not constitute delivery to the Regional Office.** A proposal cannot be submitted electronically by email, fax, etc.

12.0 PROPOSAL OPENING

RFP Proposals are not opened publicly, but in the presence of at least two Purchasing Office employees. Once the proposals are opened, the Buyer will prepare a document that summarizes the proposals received. This document will be available for inspection no later than 20 days after opening and prior to Notice of Award letter is issued.

13.0 DURATION OF PROPOSAL

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

14.0 E- COMMERCE

RFPs 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 Respondent 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. Respondent 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 (Successful awardee(s) will be required to submit a Performance Bond for an assigned project that exceeds \$100,000 at the time of assignment. See Scope of Services—Part V for details.)

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 and any part or portion of the Special Conditions (Appendix A), these General Conditions shall take precedence.

In the event of conflict between this solicitation any of the General Terms and Conditions proposed by any Respondent, or incorporated in any acknowledgement of contract awarded to the successful Respondent, 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, responsible and responsive Respondent(s) that meet the requirements listed in this RFP. KMPS reserves the right to award all or in part of this solicitation based on the best interest of the District. **KMPS reserves the right to award to one or more respondents for each service.** Pricing shall remain firm for the term of the agreement.

21.0 OPTION TO RENEW CONTRACT PERIOD

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 proposal 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 Respondent 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 Respondent of standing is a Respondent 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 Respondent or offeror that their 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.

24.0 LIQUIDATED DAMAGES

In the event the Award Bidder(s) fails to deliver the goods or services of the contract in accordance with the specifications, KMPS reserve the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of KMPS. All additional expenses incurred by KMPS as a result of such purchases will be deducted from the moneys owed or moneys which may become due.

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

PART III: PROPOSAL SUBMISSION REQUIREMENTS

1.1 GENERAL FORMAT

- A. **Respondents shall submit one (1) original hard copy, five (5) copies, and one (1) USB** (with Proposal formatted into a single pdf file on the USB) of the proposal submission at the date and time that proposals are due. The Electronic USB media shall bear a label on the outside containing the RFP number and name as well as the name of the Respondent 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 PROPOSALS AT ANY TIME PRIOR TO AWARD.**
- B. Proposal submission shall be labeled on the outside of each submitted package with the following:
1. Respondent's name and business address;
 2. Proposal Due Date/Time for receipt of Proposals, and
 3. RFP number and Title

1.2 PROPOSAL FORMAT

The proposal must include a table of contents and all pages in the proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

TAB A. TRANSMITTAL LETTER

The proposal is to be accompanied by a brief transmittal letter prepared on the Vendor's letterhead and signed by an individual who is authorized to commit the Vendor to the services and requirements in the RFP and proposal. This transmittal letter shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Vendor to the contract, who will receive all official notices concerning this RFP.
2. The Vendor's Federal Unique Identifier Number (not the DUNS NUMBER).
3. A brief statement of the Vendor's understanding of the work to be done, the commitment to perform a project work within the time period, and a statement of why the firm believes it is best qualified to perform the engagement.
4. A statement that the proposal is a firm and irrevocable offer for a period of one-hundred twenty (120) days.
5. Acknowledgement of all Addenda to this RFP

TAB B. TABLE OF CONTENTS

TAB C. EXPERIENCE AND CAPABILITIES

Vendor shall provide information on past and current experience with rendering services similar in size and scope to those in this RFP. This description shall include:

1. Summary of the services offered including the number of years the Vendor provided these services; the number of clients and geographic locations the Vendor currently serves, etc. and has served; and if a past customer, why the Vendor is no longer providing services;
2. Organizational chart of the Vendor showing the major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization; and what resources will be available to support this contract in primary, secondary and back-up roles.
3. Name all key personnel who will perform work under this contract and include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual, as well as indicate certified and/or licensed key personnel.
4. At least **three (3)** recent references from its customers who are capable of documenting the following: a) the Vendor's ability to manage similar contracts, b) the quality and breadth of services provided by the Vendor under similar contracts (See Appendix I).

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Vendor shall include in its proposal, completed audited financial statements including the auditor's notes, for its **last three years**. If the Vendor has not had its financial statements audited by an independent accounting firm, the Vendor must submit such un-audited financial statements as it has. Some acceptable methods include, but are not limited to, one or more of the following:
 - a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Vendor shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with KMPS.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

The Vendor shall address each major requirement of Part I (Scope of Work) (separated by tabs if substantial)

TAB F. FORMS (include the following)

- a. Completed Non-Collusion Certificate (Notarized) (Appendix B)
- b. Completed Debarment Affidavit (Notarized) (Appendix C)

- c. Completed Anti-Bribery Affidavit (**Notarized**) (Appendix D)
- d. Completed Pricing Quote Confirmation (Appendix E)
- e. Completed Addenda Acknowledgement form (Appendix F)
- f. Complete Promise of Non-Discrimination Statement (Appendix G)
- g. Reference (Appendix I)
- h. Completed Bid Identification Submittal Form (**MUST** be included in the proposal packet or the proposal will not be considered. (Appendix J)
- i. Any other required documents specified in the RFP

TAB G. Compensation Pricing Schedule---(Appendix H)

TAB H. ELECTRONIC (USB) MEDIA (INCLUDE WITH SUBMISSION)

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

PART IV: EVALUATION AND SELECTION PROCEDURE

1.0 EVALUATION COMMITTEE

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to KMPS, considering technical factors and other factors set forth herein.

2.1 EVALUATION PROCESS

- A. The committee will evaluate each proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Vendors and conducted by mail, E-mail, or facsimile transmission at the discretion of KMPS. During the evaluation process, the committee may request technical assistance from any source.
- B. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of KMPS.
- C. Vendors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. If an oral presentation is requested, the oral presentation is a part of the evaluation.
- D. If it is determined to be in the best interest of KMPS, KMPS may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- E. The Committee will recommend the vendor whose overall proposal provides the most advantageous offer to KMPS considering all RFP requirements, based on evaluation factors set forth in this RFP.

3.1 The Evaluation Criteria

The Evaluation committee will evaluate proposals using the following criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

- a. Approach to satisfying requirements
- b. Vendor's experience and capabilities/references
- c. Fiscal Integrity/Financial Stability

CATEGORIES	Major weight
Experience and Qualifications	25%
RFP Requirements	30%
Financial Stability	5%
Cost	40%
Total	100%

PART V: SCOPE OF SERVICES (Details)

RFP – Maintenance Trade Disciplines and Minor Construction Services

(RFP #01272023)

1.0 Scope of Services

THE SERVICES

The Services KIPP MEMPHIS PUBLIC SCHOOLS (KMPS) hereby solicits submissions of written proposals, from qualified respondents to provide for KIPP MEMPHIS the services described herein, all in accordance with the terms and conditions detailed herein. In particular, the services sought by KIPP MEMPHIS will require the Respondent to provide: Maintenance Trade Disciplines and/or Minor Construction Services. A respondent is not required to submit a proposal cost for each service requested. The types of services are listed below. The respondent is required to submit a pricing (located in **Appendix H**) for the type of service the proposal should be considered for. KMPS reserves the right to award to one or more respondents, per service.

Individual projects will be initiated by KMPS authorized staff members. A project cost will be based on actual costs for each project, based on the awardee(s) labor time and material cost indicated on the Pricing Schedule submitted. Any required permit fee and/or requested performance bond fee will be submitted as a separate line item for reimbursement.

Maintenance Trade Disciplines Services: (Each trade below is a separate request for services.)

- Mechanical
- Electrical
- Plumbing
- Asbestos

Minor Construction Services (Each trade below is included as part of Minor Construction. A labor cost must be submitted to represent pricing for this category, and the respondent must check the listed trade to be considered, which is listed on the Pricing Schedule-Appendix H.)

- Carpentry
- Flooring
- Painting
- Concrete/Asphalt
- Roof repair for any type of roof

Maintenance Trade Disciplines Services

Mechanical Scope of Work

AHUS, UV, SCUVs, VFDs, RTUs, FCUs, DX Split Systems, & Water Source Heat Pumps:

- Contractor shall have minimum of 3 service technicians on staff to support KMPS. Submit names of for each technician
- A 1-hour response time is mandatory. When call is received by from KMPS, invoices shall note the time a call was received and the time a technician was present at the site.
- Contractor is responsible for thorough cleaning of work area after repair is completed.
- All work to have one-year parts and labor warranty by contractor.
- Contractor shall be factory trained to work on existing or new equipment.
- Contractor shall be able to troubleshoot, repair, reprogram, install components.
- Communicate with BAS service provider and enter new MAC Address & BACnet instance numbers as needed when controllers are replaced.

- If a belt drive motors and shafts are replaced, perform laser alignment, and submit documents to KMPS SBE.
- All work to be coordinated with KMPS SBE or designee.
- All reports to be signed, dated, and verified by manufacture technician signed off by a KMPS representative after completion.
- Contractor must have the ability to provide technicians within 40 miles of KMPS main office.

Electrical Scope of Work

- All work requiring the modification of the existing wiring to any equipment, or any new installations must have an Electrical Permit from Shelby County Code Enforcement. Copies of permits shall be sent to KMPS SBE.
- Any work that is considered a direct replacement may not require a permit based on size and scope of work, but maintenance must be notified of the work performed and shall be inspected by the KMPS SBE or designee.
- Install minimum ¾" Trade Size Conduit.
- No more than 3 current carrying conductors per conduit.
- All conduit fittings shall be galvanized steel fittings, cast zinc fittings not allowed.
- All Flexible Liquid-tight conduit to be UL Listed. Non-metallic flex **(Car-flex) is not permitted.**
- **Cast zinc Flexible Liquid-tight fittings are not permitted**, fittings are to be cast iron or galvanized steel.
- MC cable may only be used to fish a finished sheetrock wall, and shall not extend more than 3 feet horizontally or vertically from the top of the wall the drop is made in.
- Flexible Metal conduit shall be permitted where conditions allow. Cast Zinc fittings are permissible with Greenfield.
- Rubber cord is not permitted to be used to hook up equipment unless it is factory installed on the device.
- Kitchen equipment shall be wired with fittings suitable to the environment. Condulets and outlet boxes to be Malleable Iron, with gasketed covers. UL Listed Liquid-tight Flexible metal conduit shall be used on all kitchen equipment
- #12 awg and larger wire to be stranded.
- PVC pipe is permitted for underground installations, first and last 10' section emerging from grade level must be Rigid Steel Conduit. After emerging from the ground, where not subject to damage, conduit may transition to EMT.

Plumbing Scope of Work

- All work requiring the modification of the existing wiring to any equipment, or any new installations must have a Plumbing Permit from Shelby County Code Enforcement. Copies of permits shall be sent to KMPS SBE.
- Any work that is considered a direct replacement may not require a permit based on size and scope of work, but maintenance must be notified of the work performed and shall be inspected by KMPS SBE or designee.
- The following is a list of acceptable materials and approved uses:
 - Gas
 - All underground piping shall be SCH 40 steel welded and coated
 - Above ground shall be SCH 40 steel piping and fittings
 - Water
 - Beneath slab shall be Type K Copper with silver solder joints
 - Above ground shall be Type L Copper with 95/5 solder joints lead free
 - Underground services are to be Type L Copper, ductile cast iron, or SCH 40 pvc
 - All valves are to be SCH 40 full port commercial grade
 - All stops to include fixture hardware are to be commercial grade

Drains/Sewer/Venting

- All sewer piping shall be of cast iron hub and spigot or SCH 40 PVC with approved solvent
- All drainage and venting pipe shall be cast iron hub and spigot. No hub cast iron w/code approved bonds, DWV copper and fittings or PVC DWV SCH. 40 pipes
- All fittings shall be of sanitary per material specs.

Strapping and Hangers

- All drains, vents, and water piping shall meet commercial code approved hangers and strapping materials

Fixtures

- All fixtures, faucets, stops, pitraps and required hardware shall be approved by KMPS SBE or designee prior to installation.

Scope of Work Asbestos

- Asbestos containing building materials shall not be used in the construction of the project. The designer shall submit a signed statement that to the best of the designer's knowledge that, "no asbestos containing building material was specified as a building material in any construction document for the project, or was used in the building". This statement shall be included in all project documents that include but are limited to the construction drawings and project manual.
- On file in the office of each existing school is an asbestos management plan that details the types and locations of asbestos containing materials within the building(s). This management plan is available for the architects and contractor's review upon request.
- If any materials suspected to contain asbestos are encountered in an addition or renovation work, the Owner's "AHERA DESIGNEE" shall be contacted immediately to arrange investigation and testing of these materials. The Owner shall either remove the material, or supervise the removal of any asbestos containing material by an independent contractor hired and paid by the Owner. A statement to this effect shall be included in the Project Manual.
- Certification required (examples of asbestos projects: flooring, boilers, ceilings, installation, and piping).

Minor Construction Services

Carpentry “Misc” Scope of Work

This section includes the following:

1. Framing with dimension lumber.
2. Wood blocking and nailers.
3. Wood sleepers.
4. Interior wood trim.

1.1 Submittals are due at the time of the assigned project for:

A. Product Data: For each type of process and factory-fabricated product.

Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.

B. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:

- Preservative-treated wood.
- Power-driven fasteners.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA C2, except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).

1. Preservative Chemicals: Acceptable to authorities having jurisdiction.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat all miscellaneous carpentry, and the following:

1. Wood sills, sleepers, blocking, furring, and similar concealed members in contact with masonry or concrete.

2.3 DIMENSION LUMBER FRAMING

A. Maximum Moisture Content: 19 percent.

B. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade of any species.

C. Other Framing: No. 2 grade and any of the following species:

1. Hem-fir (north); NLGA.
2. Southern pine; SPIB.
3. Douglas fir-larch; WCLIB or WWPA.
4. Mixed southern pine; SPIB.
5. Spruce-pine-fir; NLGA.
6. Douglas fir-south; WWPA.
7. Hem-fir; WCLIB or WWPA.
8. Douglas fir-larch (north); NLGA.
9. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

2.4 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Furring.

B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 19 percent maximum moisture content of any species.

C. General: Lumber Trim for Opaque (Painted) Finish: Either finger-jointed or solid lumber, of one of the following species and grades:

1. Grade Finish eastern white pine; NeLMA or NLGA.
2. Grade A Finish aspen, basswood, cottonwood, gum, magnolia, red alder, soft maple, sycamore, tupelo, or yellow poplar; NHLA.

D. Moldings: Made to patterns included in WMMPA WM 7 and graded according to WMMPA WM 4.

E. Moldings for Opaque (Painted) Finish: P-grade aspen, basswood,

1. Moldings for Opaque (Painted) Finish: P-grade aspen, basswood, cottonwood, gum, magnolia, soft maple, tupelo, or yellow poplar.

2.5 FASTENERS

A. General: Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M

B. Power-Driven Fasteners: NES NER-272.

- C. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Do not splice structural members between supports, unless otherwise indicated.
- D. Comply with AWP A M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- E. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 - 3. Table 23-II-B-1, "Nailing Schedule," and Table 23-II-B-2, "Wood Structural Panel Roof Sheathing Nailing Schedule," in ICBO's Uniform Building Code.
 - 4. Table 2305.2, "Fastening Schedule," in BOCA's BOCA National Building Code.
 - 5. Table 2306.1, "Fastening Schedule," in SBCCI's Standard Building Code.
 - 6. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
 - 7. Table 602.3(1), "Fastener Schedule for Structural Members," and Table 602.3(2), "Alternate Attachments," in ICC's International One- and Two-Family Dwelling Code.
- F. Wood Trim Installation: Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Cope at returns and miter at corners to produce tight-fitting joints with full-surface contact throughout length of joint. Use scarf joints for end-to-end joints.
 - 1. Match color and grain pattern across joints.
 - 2. Install trim after gypsum board joint-finishing operations are completed.
 - 3. Install to tolerance of **1/8 inch in 96 inches** for level and plumb. Install adjoining finish carpentry with **1/32-inch** maximum offset for flush installation and **1/16-inch** maximum offset for reveal installation.

3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

Flooring Scope of Work

The Scope of Work for the replacement of the flooring shall include and not be limited to the following:

- Contractor to confirm existing conditions in its entirety to verify and validate the scope of work for all flooring replacements.

- The Contractor shall completely demolish the existing floor system in its entirety and the complete removal of the debris from the project site. Contractor shall protect from damage all existing finishes and all existing items, equipment, etc. that are to remain. Contractor shall be responsible for the repair or replacement of existing finishes and existing items, equipment, etc. It is recommended for the contractor to document the existing conditions with photos and other media recordings.
- Contractor shall be qualified and licensed as required by the State of Tennessee for the installation of wood gym flooring. Contractor shall have a minimum of 5-years of experience for the installation of wood gym flooring.
- Contractor shall remove, store, and protect the existing bleachers for reinstallation.
- Contractor shall include in the project costs the necessary labor and material for the existing bleachers to be fully operational.
- The new floor system shall match the existing floor system in type, style, finish, and finished floor height. All striping and graphics to be identical to existing in style and color. Floor shall be installed level. Species substitution shall be submitted as a substitution request with proper support documentation. Awarded contractor will be required to submit floor samples for review and approval prior to material order.
- Transition strips through existing door and cased openings shall be included in cost. Transition strips shall be ADA compliant.
- Contractor shall provide an alternate cost to paint all walls and ceiling within the install area. Colors and paint type shall match existing. New paint shall be compatible with existing for proper adhesion. Existing wall surface shall be prepped to accept new paint applications. Paint application shall be a minimum of 1 coat of primer and 2 coats of finish application. If a dark or primary color is used, there shall be a minimum of 3 coats of finish application.
- At the end of the project, the contractor shall clean the work area in its entirety and remove all debris from the project site.
- Contractor shall schedule installation to minimize or eliminate any disruption to the facility's daily operations. Schedules may be proposed to include after-hours, weekend, and holiday work.
- Contractor shall include, any and all, costs related to permitting. These costs include any architectural and/or engineering services, permit application fees, variance application fees, courtesy review fees, direct permit costs, and printing costs.
- Contractor shall be responsible for coordination and execution of meetings, site visits, and inspections with the Authorities Having Jurisdiction, i.e. Memphis Fire Department Inspectors, Tennessee State Fire Marshals, Shelby County Code Enforcement, etc.

Painting Scope of Work

Provide finish paint and undercoat paint produced by the same manufacturer. If painting a previously painted surface, designer is responsible for specifying products that are compatible with the existing surfaces. A paint compatibility test is recommended.

The color scheme will be approved by KMPS during the design process. The color schemes shall be completely defined in contract drawings. Limit number of paint colors.

PAINT: Apply low sheen paint such as satin to CMU walls. Use eggshell or approved color by KMPS for gypsum wallboard walls. Provide finish in high traffic areas that can be washed and scrubbed easily. KMPS prefers a **latex acrylic or water-borne epoxy** for the high traffic areas such as corridors, group toilets, locker rooms, cafeterias and multipurpose rooms. Corridors and high traffic areas are recommended to have a two-¹/₁tone paint finish. **DARK COLORS ARE DISCOURAGED** unless necessary for the design intent and approved by KMPS. If used, Designer

shall adjust application methods to ensure that a complete, consistent, and uniform coverage is obtained. This may include but not be limited to additional primer and finish coats, application methods, surface preparations, etc.

DOOR FRAMES: Semi-gloss.

Specify water based solvent and mercury free paint with low or zero VOCs.

BLOCK FILLER: Shall be applied to all exposed masonry block. Specify two coats of block filler in Kitchen and Dishwasher areas to completely fill block pores to eliminate pinholes in painted finish and shall be approved by the Owner before application of finish paint. Block filler equivalent or substitute will be considered on a case-by- case basis.

COLOR SCHEMES: The designer shall include a final color schedule in the project construction documents. The contractor shall provide a final paint schedule of all paint used on the project. This schedule shall have as a minimum the following information for each paint used: paint manufacturer name, paint color name, number and the area of the school where each paint was applied.

CORRIDORS: Corridors shall be a two-tone color scheme with a darker color on the lower portion of the scheme. Height of darker color shall be 5'-4" above finished floor.

CABLING: The designer is to verify that any cabling called out to be painted is acceptable to code and the cable manufacturer.

Require a sample finish to be applied to the wall of the PM's choice for each color and type of finish wall or surface.

RESTROOMS/ AREAS SUBJECTED TO VANDALISM: In areas where there may be a high probability of vandalism such as graffiti, Designer shall include in the construction documents directives to use anti-graffiti protective coatings for long term easy cleaning and maintenance. Preferred manufacturers for basis of design include, but are not limited to, Sherwin Williams, Tex- Cote LLC, Vanguard, TK-PermaClean, or approved equal.

Concrete/Asphalt Scope of Work

- **SIDEWALKS:** Specify structural 3500 PSI concrete. Preferred reinforcement is concrete fiber reinforcement and admixtures. Alternative reinforcement is minimum 6x6/ W2.9 x W2.9 welded wire fabric.
- **Parking lot maintenance and repair services**
- **STAINED/ COLORED CONCRETE:** The use of stained or colored concrete for exterior applications such as courtyards and sidewalks is not permitted. Use of stained/ colored concrete shall be considered for interior use only and on a case-by-case basis.
- **STAIRS AND RAMPS:** Concrete stairs and ramps provided at platforms and stages shall be provided with the ability to be accessed by the audience. Mechanical lifts to platforms and stages will only be considered on a case- by-case basis when ramp access is not attainable. Aluminum/ metal ramps and stairs will be considered on a case-by-case basis in relation to schedule and project budget.

- EXPANSION AND CONTROL JOINTS: Expansion and control joints shall be shown on structural drawings. KMPS requests that joints do not exceed twenty (20) feet on center. Designer shall coordinate control joints with all finishes,
- i.e. terrazzo, VCT, to minimize compromises to finish material i.e. breaks, cracks, etc.

Roof Repair Scope of Work (for any type of roof)

ROOFING SYSTEM: Roof design and specification shall be approved by KMPS. KMPS requests that all Designers consider wall penetrations over roof penetrations when possible to minimize impacts and compromises to building envelope during design. All roofs shall have a positive slope minimum 1/4" per foot, utilizing the slope of structural members, (not tapered insulation) to drains, preferably at the perimeter. **Use of interior roof drains is discouraged.** Care shall be taken to provide for building expansion and contraction. All roof systems shall be designed to meet Factory Mutual (FM) current wind uplift requirements and max wind speed design. Medium and Low slope roof systems shall require installer to be certified by the product manufacturer of the same system being installed and proof shall be required. Roof warranty shall include a minimum manufacturer's 20-year, No Dollar Limit, full system warranty, and a 5-year labor warranty.

STEEP SLOPE ROOFS: Steep sloped roofs shall have, but not be limited to the following:

- Standing seam Kynar finished structural metal roofing system or architectural system over deck, utilizing seams that are at least 2 1/2" above the plane of the roof panel and secured by means of concealed cleats.
- Kynar finished aluminum should be considered if budget allows.
- A minimum slope of 3 inches per foot shall be maintained.
- Total roof insulation rating for steep slope roofs shall be R30 minimum.
- All poly-iso insulation shall be installed over the roof decking and shall have staggered and taped joints. Insulation joints shall not align with any decking joints to prevent air and moisture infiltration.

MEDIUM SLOPED ROOFS: Standing seam metal roofing and dimensional, fiberglass shingle roofing weighing 300 pounds per square or greater are acceptable.

LOW SLOPE ROOFS: Fully Adhered non-ballasted 60 mil (black) EPDM is preferred. **PVC and TPO membranes will not be accepted.** Minimum slope to point of discharge shall be 1/4" per foot. Provide warranty as required by DIVISION 01 78 00 - SPECIAL WARRANTIES AND MAINTENANCE AGREEMENTS. All roof insulation shall be produced CFC free.

CANOPIES: Provide overhead canopies at primary building entrances. Sheet metal panel systems are recommended for soffit construction. EIFS soffits shall not be used.

ROOF INSULATION: Specify minimum R-25 value for roof systems or minimum required by Energy Code – whichever is greater. Mechanically fasten where possible, and hot mop to concrete surfaces. Provide 2 layers minimum with joints staggered vertically. No gyp board cover board. Roof insulation shall require certification that insulation meets Thermal Warranty per DIVISION 01 78 00 - SPECIAL WARRANTIES AND MAINTENANCE AGREEMENTS.

SKYLIGHTS: Skylights repair or removal.

WINDOWS/ CLERESTORY: Designer shall consider sun angles in regards to window locations and sizes as

related to the facilities location on site. Locations with high sun exposure should provide shaded canopies or awnings when applicable. Interior window shading options will be considered.

ROOF DRAINAGE SYSTEM

- KMPS prefers a continuous metal gutter system on all medium and high sloped roofs. Gutters shall be designed and sized for 100-year weather event and related water run-off velocities specific to valleys, and other roof areas.
- Downspouts shall be sized in association with gutter design and shall terminate into a drainage boot connected to a site drainage system. KMPS preferred downspout adapter for basis of design is the Piedmont Downspout- Model B1 or approved equal.
- All heavy gauge metal downspouts shall be attached to the brick exterior by means and methods recommended by downspout manufacturer.
- Interior roof drains are discouraged.
- Roofing drains routing shall be overhead to the exterior of the building. Under slab drain routing is discouraged and recommended to be routed at the exterior building perimeter.
- KMPS preferred roof drain manufacturers to be used as basis-of- design are Zurn, J.R. Smith, Josam, or approved equal.

COVERED WALKWAYS AND CANOPIES

- Overhead canopies are requested at primary entrances, vehicular and bus drop- offs.
- All canopies and covered walkways will be sloped to drain water from the building.
- All covered walkways shall be designed to ensure proper coverage for standing and paths of travel as well as include rain coverage that includes wind-driven rain events.
- Covered walkway eaves shall be located a minimum of 1'-

0" from face of curb and gutter to prevent damage from school buses, oversized trucks, and other high height vehicles.

- KMPS recommends that water runoff is tied into the storm water drainage system.
 - Covered walkways shall be provided from building additions and auxiliary buildings used for daily educational operations to the main facility to protect students and staff during inclement weather.
-

Submission of Proposal Responses

This RFP states the overall scope of services desired, procurement terms and conditions, as well as the scope of services to be provided. All Proposal responses should clearly detail how the proposed services can best satisfy KMPS' requirements. Also, please see page 9, Experience and Capabilities and provide the requested information in the proposal.

The submitted Proposal shall follow the rules and format established within the RFP.

A Proposal response shall represent a true and correct statement and shall contain no cause for claim of omission or error. As directed by the solicitation, the respondent shall provide any and all forms and documents as stated within the RFP.

General Terms and Conditions of Services

- KMPS reserves the right to request copies of original invoices for any materials purchased by the successful contractor(s) and charged to KMPS. Further, KMPS reserves the right to purchase and supply materials for any work performed by the successful contractor(s) under this contract.
- KMPS reserves the right not to consider a Proposal containing a service charge, minimum dollar requirement, or minimum quantity requirement.
- The Proposer agrees that supplies or services furnished under any resultant purchase order issued by KIPP Memphis Public School shall be covered by the most favorable commercial warranties the manufacturer gives to any customer for such supplies or services. All warranty information and certificates shall be furnished and become the property of KMPS upon delivery of said items and all rights and remedies stated in the warranties must be honored by the manufacturer.
- All supplies/equipment supplied under this contract shall be new and without defect.
- KMPS will evaluate proposals and select a vendor based on all of the information required. While cost is an important factor, it should be understood that KMPS is not under any obligation to accept the lowest proposal.
- If applicable to the Project, a Performance Bond in the amount equal to 100% of the contract sum will be required on single projects that exceed \$100,000. Please note that all bonding companies presented must be acceptable to KMPS.
- The prevailing rates of wages must be paid in conformance with all applicable laws of the State of Tennessee.
- The successful contractor must provide current copies of all necessary permits and licenses needed to provide the service stated herein in the City of Memphis, Shelby County and the State of Tennessee.
- The contractor shall secure, and pay for, if applicable to the project, the building permit(s) and all other permits, governmental fees, licenses and inspections

necessary for the proper execution and completion of the work. Actual costs of specific job related permits and fees may be submitted to KMPS for reimbursement. These fees must be included in the initial project quote to KMPS.

- The successful contractor may not assign this contract or may not subcontract to another party for performance of the terms and conditions hereof without prior written consent of the COO.
- KMPS may terminate this contract for any reason by giving thirty (30) days written notice to the Proposer. Upon the effective date of termination, KMPS shall compensate the proposer only for the goods received and accepted by KMPS up to the effective date of termination. Upon the effective date of termination, KMPS has no other legal or monetary obligations or responsibilities to the Proposer.
- The successful contractor shall furnish all labor, any tools, equipment, materials and supplies to perform the services as specified. All parts/materials and installations shall comply with provisions of the appropriate codes as required by the authority having jurisdiction.
- The successful contractor or his/her personnel shall not proceed with any work on KMPS sites without the prior approval of KMPS SBE or designee.
- The successful contractor shall perform all non-emergency work during regular working days and hours of the painting & drywall trade, and the regular working days and hours of KMPS (Monday through Friday, 7am to 7pm) unless otherwise approved by KMPS.
- The contractor shall have a constantly monitored twenty-four (24) hour a day phone number to contact for emergency service. If the contractor fails to respond to emergency calls within one (1) hour, KMPS reserves the right to contact another contractor to perform the work required.
- The Managing Director of Operations or designee shall decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the Managing Director of Operations or designee, performance becomes unsatisfactory, KMPS shall notify the contractor. The contractor shall have twenty-four (24) hours to remedy unsatisfactory performance.
- Any damages to KMPS property as the result of negligence caused by the contractor or his personnel shall be repaired at the contractor's expense by a contractor approved by KMPS.

Contractor's Responsibilities:

- Contractor and his/her personnel shall not enter KMPS sites without prior approval.
- Contractor and his/her personnel must notify the front office of their presence in the building.
- Contractor and his/her personnel shall have appropriate identification at all times.
- KMPS shall provide the successful contractor with full and free access to the area to render service therein.
- The contractor and his/her personnel shall confine their activities to the work site and area(s) designated for their use.
- The job site shall be in a clean, safe and orderly condition at all times. It shall be

the contractor's responsibility to remove all debris, materials, and equipment from the job site upon completion of the work specified.

- Successful contractor shall not request keys to KMPS facilities without prior approval from the COO or her designee. Under no circumstances shall contractor or his personnel remove keys from the premises or reproduce keys to any KMPS facility.
- The successful contractor warrants, guarantees and agrees to remedy all defects and to replace, at no additional costs to the owner, any and all labor, materials, equipment, transportation, part or parts of the equipment or materials to be furnished under this contract which are or become defective within a period of not less than one (1) year from the date of substantial completion of the work.
- The use of tobacco, drugs, or alcohol is prohibited in all KMPS buildings, vehicles, and on the grounds of all KMPS facilities.
- All machinery, equipment, and/or tools must comply with OSHA Safety Regulations and other standards. This includes various safety accessories and it is the contractor's responsibility to meet the necessary requirements.
- The successful contractor shall keep fully informed on all federal and state laws, all local bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the ordinances, regulations, orders and decrees in force at the time of award. The successful contractor shall protect and indemnify KMPS and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree whether by itself or by its employee(s). No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the successful contractor for any of the above reasons.
- The parties expressly agree and understand that the provider is not an employee or agent of KMPS in any sense, but is a sole independent contractor.
- Contractor must not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- Prior to commencing any work on this Project, Proposer will certify that for each employee of Proposer that will have direct contact with students, the Proposer has obtained, as required by Tennessee Education Code:
 - National criminal history record information from a law enforcement or criminal justice agency for each employee of Proposer hired before January 1, 2008; and
 - National criminal history record information from the Tennessee Department of Public Safety for each employee of Proposer hired on or after January 1, 2008.

- An employee of proposer who will have direct contact with students must not have been convicted of an offense identified in Tennessee Education Code.
- The successful Contractor certifies that it is not a company identified on the Tennessee Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.
- Contractor shall insure that no one in their employment shall be in the possession of explosives or firearms on KMPS property.
- All contract workers must be properly dressed while on KMPS property. Clothing with inappropriate words or pictures are strictly prohibited.
- KMPS reserves the right to bid any project separately.
- All invoices will be sent to: billing@kippmemphis.org
- Violation of any part of the Special Conditions listed may be cause for termination of the contract by the KIPP Memphis Public School.

PART VI: APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR SEALED SOLICITATIONS (The listed terms and conditions are the same for an IFB/RFP/RFO, except where indicated.)

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 (excludes RFQ solicitations)

- 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 (For RFP/RFQ, please see PART IV: EVALUATION AND SELECTION PROCEDURE for the evaluation process.):**

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 (For RFP/RFQ, please see PART IV: EVALUATION AND SELECTION PROCEDURE for the evaluation process.):**

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.

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 - NON-COLLUSION CERTIFICATE

(TO BE SUBMITTED WITH PROPOSAL)

RFP-Maintenance Trade Disciplines and Minor Construction Services
RFP #01272023

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 PROPOSAL)

RFP-Maintenance Trade Disciplines and Minor Construction Services
RFP #01272023

_____, 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 PROPOSAL)
RFP-Maintenance Trade Disciplines and Minor Construction Services
RFP #01272023

_____, 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 PROPOSAL)

RFP-Maintenance Trade Disciplines and Minor Construction Services

RFP #01272023

CONTRACTOR NAME: _____

ADDRESS: _____

TO: KIPP Memphis Public Schools

We propose to provide **Maintenance Trade Disciplines and/or Minor Construction Services** to KIPP Memphis Public Schools in accordance with Scope of Services, General Terms and Conditions, and Special Terms and Conditions of **RFP #01272023**.

Instructions:

Each vendor shall provide a cost for items listed on the Compensation Pricing Schedule for services.

The undersigned agrees to furnish all labor, materials, and services necessary to provide **the services** for KIPP Memphis Public Schools in accordance with the proposal and other related contract documentation.

Respondent must complete all cost items on the Compensation Pricing Schedule (Appendix H), as applicable.

Name _____ Title _____

Signature _____ Date _____

Email Address _____

APPENDIX F - ADDENDA ACKNOWLEDGEMENT

(TO BE SUBMITTED WITH PROPOSAL)

RFP-Maintenance Trade Disciplines and Minor Construction Services

RFP #01272023

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 PROPOSAL)

RFP-Maintenance Trade Disciplines and Minor Construction Services

RFP #01272023

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 I – REFERENCES

RFP-Maintenance Trade Disciplines and Minor Construction Services

RFP #01272023

1.

Client Name: Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

2.

Client Name: Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

3.

Client Name: Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

APPENDIX H – COMPENSATION PRICING SCHEDULE

(TO BE SUBMITTED WITH PROPOSAL)

RFP-Maintenance Trade Disciplines and Minor Construction Services

RFP #01272023

NOTE: Please complete and submit the Compensation Pricing Schedule with proposal submission. Respondent **must** provide the pricing requested below for each service for consideration, as well as provide the pricing for optional renewal periods. Please note the respondent is not required to participate in each category of services. For Minor Construction Services, each trade below is separate as a part of Minor Construction. A labor rate must be submitted to represent pricing for this category, and the respondent **must** check the listed trade to be considered for.

Year 1

Labor	Regular Hourly Billing Labor Rate (Dollar)	Overtime/Weekend Hourly Billing Labor Rate (Dollar)	Holiday Hourly Billing Labor Rate (Dollar)	Available # of Technicians/Workers Available for Service
Mechanical	\$	\$	\$	
Electrical	\$	\$	\$	
Plumbing	\$	\$	\$	
Asbestos	\$	\$	\$	
Minor Construction	\$	\$	\$	

**Check all that apply for Minor Construction: Carpentry __ Flooring__ Painting__
Concrete/Asphalt__ Roof Repair__**

***Material Markup Charge Percentage (must provide the markup %) _____%**

****Ability to provide technicians within 40 miles of KMPS main office Yes ____ No ____**

**RESPONDENT MUST COMPLETE THE OPTIONAL RENEWAL SECTION FOR COST
FOR YEAR 2 AND YEAR 3. SEE BELOW.**

Year 2: Optional Renewal

Labor	Regular Hourly Billing Rate (Dollar)	Overtime/Weekend Hourly Billing Rate (Dollar)	Holiday Hourly Billing Rate (Dollar)	Available # of Technicians/Workers Available for Service
Mechanical	\$	\$	\$	
Electrical	\$	\$	\$	
Plumbing	\$	\$	\$	
Asbestos	\$	\$	\$	
Minor Construction	\$	\$	\$	

***Material Markup Charge Percentage (must provide the markup %) _____%**

Year 3: Optional Renewal

Labor	Regular Hourly Billing Rate (Dollar)	Overtime/Weekend Hourly Billing Rate (Dollar)	Holiday Hourly Billing Rate (Dollar)	Available # of Technicians/Workers Available for Service
Mechanical	\$	\$	\$	
Electrical	\$	\$	\$	
Plumbing	\$	\$	\$	
Asbestos	\$	\$	\$	
Minor Construction	\$	\$	\$	

***Material Markup Charge Percentage (must provide the markup %) _____%**

BID IDENTIFICATION SUBMITTAL FORM

(One completed form should be included in the proposal packet. Please include any subcontractor(s) that will be used for these services.)

RFP# 01272023

KIPP Memphis Public Schools

PROJECT TITLE: Maintenance Trade Disciplines and Minor Construction Services

PROJECT LOCATION: KIPP Memphis Public Schools

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 include in the proposal submitted shall void such proposal and such proposal 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
Electrical					
Plumbing					
HVAC					
Geothermal					
Masonry					

SIGNATURE OF PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS

X

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](#).

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