

PROPOSAL REQUEST

KIPP Memphis Public Schools

**LAWN CARE & GROUNDS
MAINTENANCE AGREEMENT**

Bid#05152022

April 1, 2022

Introduction

KIPP Memphis Public Schools invites proposals for Lawn Care and Maintenance Services. KIPP Memphis plans to contract for Lawn Care and Maintenance Services at four schools serving in 2 different locations throughout Memphis. This Request for Proposal is for Lawn Care and Maintenance Services ONLY. We expect the selected Contractor to begin work after **May 15, 2022**. Submission of a proposal signifies the Contractor's agreement that its proposal and the content thereof are valid and all pricing submitted with the proposal shall remain in effect for the contract period.

School	Address
KIPP Memphis Collegiate Campus	230 Henry Avenue Memphis, TN 38107
KIPP Memphis Academy Middle/Collegiate High School	2110 Howell Avenue Memphis, TN 38108

General Information

I. Proposal Package

All sealed proposal packages must include all of the following. Any sealed proposals shall be rejected as a non-conforming bid if any applicable item is missing.

- Three (3) complete copies of the proposal
- Certificate of Insurance
- Signed and completed Statement of Non-Collusion (Attachment 1)
- Certification by Contractor (Attachment 2)

The license requirements stated above apply to **every** requested project and to **all** bid responders and shall include the following information on the outside of the bid envelope.

- 1) Name of company and principal owner
- 2) Business license number
- 3) Expiration date
- 4) License classification

Questions

All questions are to be submitted in writing to Dr. Canidra McGuire at cmcguire@kippmemphis.org on or before April 11, 2022. Responses to questions will be emailed out or responded to on the website on or before April 14, 2022.

NEW VENDORS

1. To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form **W-9** on file with the KIPP Memphis Finance Department. At the time of requisition, the individual requesting a purchase order or disbursement will be informed if it is a new vendor and if a form **W-9** is required. If form **W-9** is required for a new vendor, the elected official or department head shall forward a completed form **W-9** to the finance department. It can be obtained from the Internal Revenue Service's website at www.irs.gov.
2. To comply with the Tennessee Lawful Employment Act, non-employees (individuals hired as independent contractors) must have on file any **two (2)** of the following documents.

- Valid Tennessee driver license or photo ID issued by the department of safety
- Valid out-of-state driver license
- U.S. birth certificate
- Valid U.S. passport
- U.S. certificate of birth abroad
- Report of birth abroad of a U.S. citizen
- Certificate of citizenship
- Certificate of naturalization
- U.S. citizen identification card
- Valid alien registration documentation or proof of current immigration registration

In addition, for all vendors with annual purchases in excess of \$50,000 a business license must be on file with the Authority, or the requisitioned must submit a copy of their license with their submission.

II. **Responses**

- The proposal must include point-by-point responses to the RFP.
- The proposal must include a list of any exceptions to the requirements.
- The proposal must include the legal name of the vendor and must be signed by a person or persons legally authorized to bind the vendor to a contract.
- If applicable, the proposal must include a copy of the contract(s) the vendor will submit to be signed.
- Any and all proposal requirements must be met prior to submission.
- If noted in the section “proposal requirements” or later requested, the contractor will be required to provide a reference list of clients that have a current contract for services with their company.

III. **Clarification and Interpretation of RFP**

The words “must” and “shall” in this Request for Proposal indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. The Authority may include other requirements that KIPP Memphis considers important but not mandatory. It is important to respond in a concise manner to each section of this document and submit an itemized list of all exceptions.

In the event that any interested vendor finds any part of the listed specifications, terms, or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify **KIPP Memphis**, via email at cmguire@kipppmemphis.org of such matters immediately upon receipt of this Request for Proposal. All questions must be received by the aforementioned date prior to the proposal’s “deadline”. All responses to inquiries will be posted on the **KIPP Memphis** website.

IV. **Proposed Term of Agreement being solicited by the RFP.**

The term of the agreement being solicited for by this RFP is for a period of 1 year commencing on May 1, 2022, and concluding on June 30, 2023 with the option to renew over the term of three years.

V. **Proposal Guarantee**

Vendors must guarantee that all information included in their proposal will remain valid for a period of **90**

days from the date of proposal opening to allow for evaluation of all proposals.

VI. Related Costs

KIPP Memphis is not responsible for any costs incurred by any vendor pursuant to the Request for Proposal. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

VII. Insurance Requirements and Liability

Each bidder or respondent to the RFP who may have employees, contractors, or agents working on KIPP Memphis properties shall provide copies of current certificates for general and professional liability insurance.

VIII. Payment Terms

Payment terms shall be specified in the bid response, including any discounts for early payment. All payments, unless agreed upon differently, will be after receipt of an invoice for the service or product and KIPP Memphis's approval of conformance with specifications.

IX. Deadline

Proposals will be accepted until **April 29, 2022, @ 5:00 pm**. Proposals received after that time will be deemed invalid and returned unopened to the vendor. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions. Proposals will be opened at an unspecified time after the deadline.

RFP Process for Lawn Service Timeline 2022	
Bid advertised and set to eligible vendors	April 1, 2022
Bid meeting	April 11, 2022
Questions Submitted	April 12, 2022
Responses to Questions	April 14, 2022
Bid submission deadline	April 29, 2022
Bid winner determined	May 5, 2022
Contract approved and contractor notified	May 6, 2022

X. Withdrawal or Modification of Proposal

A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it fully conforms to the same general terms and requirements.

XI. Package

The package containing the proposal must be sealed and clearly marked "**PROPOSAL for Lawn Care, Landscaping & Maintenance Agreement**" on the outside of the package. Responses may be hand delivered or mailed to the following address or emailed to cmcguire@kipppmemphis.org.

Responses must be hand delivered or mailed to the following address:

KIPP Memphis Public Schools
2670 Union Ave Extended, Suite 1100
Memphis, TN 38112
ATTN: Dr. [Canidra McGuire](#)

I. Right to Seek a New Proposal

KIPP Memphis reserves the right to accept or reject any and all proposals for any reason. Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of KIPP Memphis.

II. Procedures for Evaluating Proposals and Awarding Contract

In comparing the responses to this RFP and making awards, **KIPP MEMPHIS** may consider such factors as quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price.

- Proposals will be examined for compliance with all requirements set forth herein.
- Proposals that do not comply shall be rejected without further evaluation.
- Proposals may be subjected to technical analysis and evaluation.
- Oral presentations and written questions for further clarifications may be required of some or all vendors.

III. Discussions

Discussions may be conducted with the vendors which have submitted proposals determined to be reasonably likely of being considered for selection to assure a full understanding of and responsiveness to the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of their respective proposals. Revisions may be permitted after the submission and prior to the award for the purpose of obtaining the best offers.

IV. Open Records

After the bid is awarded, all proposals will be subject to the provisions of the Tennessee Open Records Act, and the proposals will be available to the public upon written request.

Summary information on bids submitted will be posted on the KIPP MEMPHIS website at www.kippmemphis.org

V. Assignment

Neither the vendor nor KIPP Memphis may assign this agreement without the prior written consent of the other party.

VI. Liabilities

The vendor shall indemnify KIPP Memphis against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

KIPP Memphis has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

VII. Tax Status

KIPP Memphis is tax exempt.

VIII. Invoicing

Invoices are to be submitted to each campus within 7 days of service completion:

School	Address
KIPP Memphis Collegiate Campus	230 Henry Avenue Memphis, TN 38107
KIPP Memphis Academy Middle/Collegiate High School	2110 Howell Avenue Memphis, TN 38108

The vendor must provide an invoice(s) detailing the terms and amounts due and the dates due. All invoices shall indicate payment terms and any prepayment discounts.

IX. Contract Nullification

KIPP MEMPHIS may, at any time, nullify the agreement with a 30-day written notice if, in the judgment of **KIPP MEMPHIS**, the contractor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the contractor(s), but no further sums shall be owed to the contractor(s). The agreement between **KIPP MEMPHIS** and the contractor(s) is contingent upon an approved annual budget allotment, and is subject, with thirty (30) days notification, to restrictions or cancellation if budget adjustments are deemed necessary by **KIPP MEMPHIS**.

X. Applicable Law

KIPP MEMPHIS is an equal opportunity employer. **KIPP MEMPHIS** does not discriminate towards any individual or business on the basis of race, sex, color, age, religion, national origin, disability or veteran status. **Kipp Memphis Public Schools** takes all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR 200.321)

The successful contractor(s) agrees that they shall comply with all local, state, and federal law statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event that any claims should arise with regards to this contract for a violation of any such local, state, or federal law, statutes, rules, or regulations, the provider will indemnify and hold **KIPP MEMPHIS** harmless for any damages, including court costs or attorney fees, which might be incurred.

Any contract will be interpreted under the laws and statutes of the state of Tennessee.

KIPP MEMPHIS does not enter into contracts which provide for mediation or arbitration.

Any action arising from any contract made from these specifications shall be brought in the state courts in Shelby County, Tennessee or in the United States Federal District Court for the Western District of Tennessee. Additionally, it is a violation of state statutes to purchase materials, supplies, services, or any other item from a vendor that is a commissioner, official, employee, or board member that has any financial or beneficial interest in such a transaction.

XI. Specific Proposal Requirements

The following requirements, include, but are not limited to, the proposal request:

- A. Mowing of grass areas
 - 1. All areas and building(s) are to be mowed every fourteen days minimum during the growing season.
 - 2. All areas and building(s) are to be mowed monthly at minimum outside of the growing season.
- B. Lawn and grounds care service to begin after **May 15, 2022** weather permitting
- C. Routine plant care (2x per year) including fertilizing, pesticides, etc.
- D. Tree and shrub planting (2X per year) in all entry points of each school location.
- E. Tree and shrubbery pruning shall be in the Winter months except for those which flower in the Spring, all trimmings are to be removed.
- F. All tree and shrub areas are to be mulched (2x per year) with high-quality black mulch, old mulch removed, and an herbicide used as necessary
- G. Lawns fertilized twice per year, aerated once per year, overseeded once per year, and appropriate herbicide and insecticide applied once per year
- H. Weed-eating/edging around all landscaping/paved surfaces
- I. During the months of September through December, leaf removal shall occur as needed to prevent smothering of grass and groundcovers and excessive clumping needed to maintain a neat appearance and the health of the planting.
- J. Clean up of all debris, grass clippings, etc., following mowing including driveways, sidewalks, mulch beds, etc.
- A. Pricing proposals shall be for a one, two, and a three-year agreement
- B. Any application(s) of herbicides, pesticides, or other potentially harmful chemicals must be administered by a licensed individual of the company
- C. All responses shall include complete contact information including an email address. Questions may be directed to (901) 452-2682 – Chief Operating Officer
- D. COST

Lawn Maintenance \$ _____

Tree and Shrub Maintenance \$ _____

Spring Mulching \$ _____

Insect Treatment \$ _____

- XII. All equipment and materials are to be provided by the contractor. Should contractor desire the use of airport authority equipment a separate agreement is required with terms and conditions to be determined within that agreement at that time and are not to be considered under this agreement

- XIII. Termination of Agreement: Either party to this agreement shall have the right to terminate this agreement upon a 30-day written notice. Both parties shall be liable for payments or services due prior to the date of termination, but no further fees shall be due or payable after the notice of termination is received.

- XIV.

ATTACHMENT 1

STATEMENT OF NON-COLLUSION

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company _____

Address _____

Phone _____

Fax _____

Respondent (Signature) _____

Respondent (Print Name and Title) _____

Authorized Company Official (Print Name)

ATTACHMENT 2

CERTIFICATION BY CONTRACTOR

I, the undersigned, certify that on behalf of the Contractor, I am authorized to attest and obligate the above certification and to legally bind Contractor to these terms, conditions, and obligations.

_____ Title

_____ Name

_____ Date

_____ Witness

Attachment 3

CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying". This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**Disclosure of Lobbying
Activities**

Approved by OMB
0348-0046

Complete this form to disclose
lobbying activities pursuant to 31
U.S.C. 1352 (See reverse for public
burden disclosure)

1. Type of Federal Action: a. contract ___ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ___ b. initial award c. post-award	3. Report Type: a. initial filing ___ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ___ Prime ___ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	