

PROPOSAL REQUEST

**KIPP Memphis
Collegiate Schools**

**LAWN CARE & GROUNDS
MAINTENANCE
AGREEMENT**

Bid# 06032019

June 3, 2019

Introduction

KIPP Memphis invites proposals for Lawn Care and Maintenance Services. KIPP Memphis plans to contract for Lawn Care and Maintenance Services at four (4) different locations throughout Memphis. This Request for Proposal is for Lawn Care and Maintenance Services ONLY. We expect the selected Contractor to begin work on **July 1, 2019**. Submission of a proposal signifies the Contractor's agreement that it's' 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 Elementary	2248 Shannon Road, Memphis, TN 38108
KIPP Memphis Preparatory Campus	2230 Corry Road Memphis, TN 38106
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 applies 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 Cordette Hubbard at chubbard2@kipppemphis.org on or before June 17, 2019. Responses to questions will be emailed out on June 21, 2019.

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 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 chubbard2@kipppmemphis.org of such matters immediately upon receipt of this Request for Proposal. All questions must be received a minimum of five days before 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 July 1, 2019, and concluding on June 30, 2020.

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 **Monday, June 24, 2019, @ 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 2019	
Bid advertised and set to eligible vendors	June 10, 2019
Bid submission deadline	June 24, 2019
Bid winner determined	June 30, 2019
Contract approved and contractor notified	July 3, 2019

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.

XII. 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 chubbard2@kippmemphis.org.

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

KIPP Memphis Collegiate Schools
 2670 Union Ave Extended
 Suite 1100
 Memphis, TN 38112
 ATTN: Laura Wilkinson/Cordette Hubbard

XIII. 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.

XIV. 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.

Bid Criteria Analysis Sheet				
Bidder				
Bidder Responsibility and Bid Responsiveness Criteria	Minimum Standard(s) To Demonstrate Compliance	Evidence/Document(s) Required To Demonstrate Compliance		Comments
	Below Minimum being 1, Minimum being 3, Exceeded being 5	Yes=1	No=0	
Cost: Reasonable				
Insurance: Proof of Company and Liability Insurance (up to date)				
References: Experience/Company History				
Staff Capacity: Other Staff Members				
Completeness of Response: Responses to this RFP must be complete.				
Total				Total Max: 30

XV. 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.

XVI. 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

XVII. Assignment

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

XVIII. 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.

XIX. Tax Status

KIPP Memphis is tax exempt.

XX. Invoicing

Invoices are to be submitted to each campus:

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KIPP Memphis Collegiate Campus	230 Henry Avenue Memphis, TN 38107
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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.

XXI. 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**.

XXII. 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** Collegiate 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 transaction.

XXIII. **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 **July 1, 2019** weather permitting
- C. Routine plant care (2x per year) including fertilizing, pesticides, etc.
- D. Tree and shrubbery pruning shall be in the Winter months except for those which flower in the Spring, all trimmings are to be removed.
- E. 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
- F. Lawns fertilized twice per year, aerated once per year, overseeded once per year, and appropriate herbicide and insecticide applied once per year
- G. Weed-eating/edging around all landscaping/paved surfaces
- H. 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.

- I. Clean up of all debris, grass clippings, etc., following mowing including driveways, sidewalks, mulch beds, etc.
- I. Pricing proposals shall be for a one, two, and a three-year agreement
- J. Any application(s) of herbicides, pesticides, or other potentially harmful chemicals must be administered by a licensed individual of the company
- K. All responses shall include complete contact information including an email address. Questions may be directed to 901.849.9464 – Director of Operations

L. COST

Lawn Maintenance	\$ _____
Tree and Shrub Maintenance	\$ _____
Spring Mulching	\$ _____
Insect Treatment	\$ _____

XXIV. 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

XXV. 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.

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