

**REQUEST FOR PROPOSALS (RFP)**  
**Facility Maintenance Services (FMS) Contractors**  
**#202223-001**

The KIPP Memphis Public School (“KMPS”) invites qualified firms to submit Proposals for the following services:

- |  |  |
|--|--|
| <input type="checkbox"/> Carpentry Services                | <input type="checkbox"/> Window Replacement & Repair               |
| <input type="checkbox"/> Concrete Services                 | <input type="checkbox"/> Small Equipment Repair                    |
| <input type="checkbox"/> Drywall Services                  | <input type="checkbox"/> Locksmith Services                        |
| <input type="checkbox"/> Electrical Services               | <input type="checkbox"/> Painting Services                         |
| <input type="checkbox"/> Fencing Services                  | <input type="checkbox"/> Parking Lot Maintenance and Repair        |
| <input type="checkbox"/> Fire Alarm System Repair Services | <input type="checkbox"/> Plumbing Services                         |
| <input type="checkbox"/> Glass Repair Services             | <input type="checkbox"/> Roof Repair Services                      |
| <input type="checkbox"/> Cafeteria Appliances              | <input type="checkbox"/> Security Camera and Access Control Repair |
| <input type="checkbox"/> HVAC Repair Services              |  |

The Request for Proposal can be reviewed and downloaded from the following website:

<https://www.kippmemphis.org/>

Qualified firms are encouraged to thoroughly read the RFP to ensure that all required documentation is included in their Proposal Response. Failure to provide all required documentation may be grounds for rejection of the response.

If you are an interested firm, KMPS invites your firm/company to submit a Proposal Response to KMPS to Dr. Canidra McGuire @ [cmcguire@kippmemphis.org](mailto:cmcguire@kippmemphis.org). While electronic submissions are preferred, you may still mail your response to the address listed above. The subject line or envelope for your Proposal Response should be plainly marked:

**Proposal Response for**  
**Facility Maintenance Services (FMS) Contractors**  
**#202223-001**

THIS IS A NEGOTIATED PROCUREMENT, and as such, KMPS reserves the right to negotiate any terms, conditions, or pricing with a Proposer prior to an award. Responses shall be received any time but no later than **3:00 PM on Monday, June 6, 2022**.

KIPP Memphis Public Schools reserves the right to reject any and/or all Proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of KMPS.

No Proposals may be withdrawn for a period of ninety (90) days subsequent to the deadline for receipt of Proposals without the prior written consent of KIPP Memphis Public School.

Sincerely,

*Canidra McGuire*

Dr. Canidra McGuire  
Chief Operation Officer

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# Section I – Proposal Submission

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## 1. Introduction

KIPP Memphis Public School (“KMPS” or “KMPS”) invites your firm to submit a written proposal response for one or more Facility Maintenance Services to KMPS listed below:

- |  |   |
|--|---|
| <input type="checkbox"/> Carpentry Services                | <input type="checkbox"/> Window Replacement & Repair                        |
| <input type="checkbox"/> Concrete Services                 | <input type="checkbox"/> Small Equipment Repair Services                    |
| <input type="checkbox"/> Drywall Services                  | <input type="checkbox"/> Locksmith Services                                 |
| <input type="checkbox"/> Electrical Services               | <input type="checkbox"/> Painting Services                                  |
| <input type="checkbox"/> Fencing Services                  | <input type="checkbox"/> Parking Lot Maintenance and Repair Services        |
| <input type="checkbox"/> Fire Alarm System Repair Services | <input type="checkbox"/> Plumbing Services                                  |
| <input type="checkbox"/> Glass Repair Services             | <input type="checkbox"/> Roof Repair Services                               |
| <input type="checkbox"/> Cafeteria Appliances/Repairs      | <input type="checkbox"/> Security Camera and Access Control Repair Services |
| <input type="checkbox"/> HVAC Repair Services              |   |

It is the intent of this Request for Proposal to establish the terms, conditions and prices for Contractors who can perform one or more of the services listed above on a time and material basis. The work may include, but is not limited to, individual projects at various locations throughout KMPS, provided that Vendor may repair existing materials, and/or replace worn or damaged materials, parts, fixtures, or equipment in areas of limited size and complexity, with equal grade and quality materials, parts, fixtures or equipment. Vendor(s) awarded under this RFP will be permitted to install materials, parts, fixtures, equipment or improvements in areas where such improvements did not previously exist, the Vendor(s) will be permitted to perform large-scale replacement jobs or any other services that would constitute “construction services” after consultation with the COO, CEO and Board approval. Projects will be typically limited in size and scope of work required. Individual projects will be initiated by KMPS Maintenance Department and/or Chief Operations Officer. Total contract cost will be based on actual costs for each project.

## 2. General Terms, Conditions and Requirements for Solicitations

This Solicitation shall be governed by the following documents unless an exception is otherwise taken within this Solicitation. Documents are incorporated by reference only, and are not attached to this Solicitation. A copy may be obtained by contacting Dr. McGuire @ [cmcguire@kippmemphis.org](mailto:cmcguire@kippmemphis.org)

- 2.1 [Procurement – TN.gov](#)
- 2.2 Fiscal Policies & Procedures Manual, KMPS Finance Guide.
- 2.3 KMPS Policies & Procedures, Aligned with the requirements of the New Uniform Grant Guidance.

## 3. Award of Contract

Award of contract may be in the form of a Purchase Order issued by KMPS or a formal Contract, duly executed by each of the contracting parties.

3.1. If the Contract is issued in the form of a Purchase Order, the Purchase Order, together with any other documents which the Operations & Finance Department has attached thereto as part of the Purchase Order, constitutes an offer by KMPS to purchase from the Vendor the goods and/or services indicated on the Purchase Order, subject to these terms and conditions. The Purchase Order is the sole and complete contract between KMPS and the Vendor with respect to the goods and services ordered, and supersedes all prior oral and written understandings. No additional terms or modifications to the Purchase Order propose by the Vendor in any acknowledgement, sales order, or other form of communication shall be binding on KMPS unless

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KMPS expressly assents thereto in writing. KMPS' failure to object to provisions contained in any communication from the Vendor shall not be deemed a waiver of the provisions hereof or an approval of the terms therein.

3.2. Acceptance of the Purchase Order is conditional of Vendor's assent to the terms and conditions herein. KMPS hereby expressly object to and rejects any terms or conditions addition to or different from those herein, whether previously or hereafter proposed in any writing from Vendor unless KMPS has expressly agreed therewith in writing, if the terms and conditions herein are not acceptable, the Vendor must contact the KMPS in writing upon receipt of the order and withhold performance until the matter is resolved in writing. The Vendor shall be deemed to have accepted the order on the terms herein upon commencement of performance.

3.3. If a formal contract is issued (in addition to – or in the place of a Purchase Order), the terms and conditions of the contract shall be governed in the following order;

- 3.3.1. The original Solicitation;
- 3.3.2. Any addenda submitted prior to the open of the Solicitation;
- 3.3.3. The accepted portions of the vendor's submission to the Solicitation; and
- 3.3.4. Any subsequent contractual documents agreed upon by both parties.

3.4 Partnership and/or Subcontracting. If the Vendor has joined with one or more business partners or is subcontracting any work to respond to the Solicitation, KMPS reserves the right to:

- 3.4.1. Reject the Vendor's offer based on that/ those partnership(s) and/ or Subcontractors.
- 3.4.2. Accept, at its opinion, subsequent offers with new partnership(s) and or Subcontractors, should those in the initial offer be unacceptable for any reason.

#### **4. KMPS Overview**

The KMPS regional staff oversees the quality, sustainability, and growth of its schools in Memphis. The office provides a number of services to our KIPP schools including compliance, facilities management, finance and accounting, fundraising, human resources, marketing, operations, talent recruitment, and technology. The regional team also supports KMPS alumni in their journey to and through college, and provides support and coaching to school leadership teams. The goal of the regional office is to eliminate redundancies at the school level and create a more sustainable school environment, where the focus is on teaching and learning. KMPS currently has one (1) high school, two (2) middle schools, six (2) elementary schools, and one (1) administrative complex.

By definition, the term "Campus" and/or "Department" used in the collective means the entire premises of each and every school and facility owned or operated by KMPS either now or in the future, including without limitation, all elementary, middle, and high schools, and the administrative office.

#### **5. Request for Clarification, Interpretation and Questions**

All requests must be submitted within three (3) days prior to the closing of the RFP, and only fully completed requests for valid and current solicitations will receive a response; late or delinquent requests will not be entertained or answered. See the solicitation for the final date a request may be submitted.

Each question, clarification or interpretation request must include all pertinent information required to receive a response. Failure to provide all information may delay a response from KMPS. KMPS reserves the right to inform the requestor that the response to their request will be submitted through an addendum to all interested vendors and not be addressed directly through their request.

Once a request is received, a notification of receipt by KMPS will be forwarded to the contact e-mail address.

Proposers are reminded that verbal responses or conversations are not binding. Only questions answered by formal written addenda will be binding and will be made part of the proposal documents.

Contact with employees of KMPS, other than the COO or her designee, is prohibited during the RFP process unless directed by the COO. Proposers that fail to adhere to this requirement risk having their Proposals disqualified.

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## **6. Requirement to Meet All Proposal Provisions**

Each Proposer shall respond to all of the specifications and RFP terms and conditions. By virtue of the Proposal response, the Proposer acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the RFP.

## **7. 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.

The Submitted Proposal must follow the rules and format established within the RFP. Adherence to these rules will ensure a fair and objective analysis of all Proposal responses.

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 Proposer shall provide any and all certifications, forms and documents as stated within the Solicitation.

### **7.1 Response Submission Location**

Proposal responses shall be received at [cmcguire@kippmemphis.org](mailto:cmcguire@kippmemphis.org) no later than the time and date indicated in the introduction. While electronic submissions are preferred, you may still mail your response to the address listed below. The subject line or envelope for your Proposal Response should be plainly marked:

**Proposal Response for  
Facility Maintenance Services (FMS) Contractors #202223-001**

**KIPP Memphis Public Schools  
2670 Union Ave Extd,  
Suite 1100  
Memphis, TN 38112**

KMPS is not responsible for responses submitted to a different location, incorrectly delivered by the USPS or common carrier. Late responses will not be considered under any circumstances.

- 7.2 **W-9 Taxpayer Identification Number.** Proposer shall submit with their Proposal Response a copy of a W-9 Proposer Identification Number Certification to expedite the payment process if awarded a contract.

## **8. Standard Provisions**

### **8.1 Supplemental Instructions or Changes made by Addendum**

Any supplemental instructions or changes will be in the form of written addenda to this Solicitation. Verbal instructions or guidance shall not be considered binding. Any addenda will be made available to all prospective Proposers, prior to the due date for submittal of Proposals.

It shall be presumed by KMPS that any addenda so issued have been received by the Proposer and such addenda shall become part of the Proposal submittal. Proposers who have not obtained this Proposal solicitation document directly from KMPS shall be responsible for immediately notifying KMPS to receive all written addenda on a timely basis. Proposers who do not so notify KMPS and submit Proposals without receipt of all addenda issued may be deemed to have submitted Proposals not responsive to this RFP.

### **8.2 Conflict of Interest: KMPS Employee Relationships**

All Proposers must disclose the name of any KMPS employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches. Failure to provide such information may be

grounds for disqualification of the Proposal response or cancellation of a contract resulting from this Solicitation. Purchase of services or equipment from a business owned in whole or in part by a KMPS employee shall be permitted only when approved by the CEO and executed through a documented competitive process. Services that might be provided by the employee as an extension of the employee's regular job responsibilities are exempted from consideration.

### **8.3 Proposal Retention**

KMPS reserves the right to retain all Proposal responses for a period of 90 days after the Proposal closing date for examination, evaluation, comparison, and potential negotiations.

### **8.4 Withdrawal of Bids**

Any Proposer who is extended the privilege of withdrawing a Proposal response because of having proven mechanical error in their response may not be allowed to submit a response to a future KMPS solicitation on similar products and/or services for a period of not more than two (2) years.

### **8.5 Confidentiality of Documents**

All documents submitted as part of a Proposal response to this Solicitation will be deemed confidential during the evaluation process. Proposal responses will not be available for review by anyone other than KMPS Purchasing personnel, the evaluation team, or its designated agents, if so applicable. There shall be no disclosure of any Proposer's information to a competing Proposal prior to award of the contract. Following award of contract, all Proposal responses, with the exception of documents deemed confidential by the Texas Office of the Attorney General, become public documents and are available for public viewing upon written request to KMPS.

### **8.6 KMPS Waiver**

KMPS reserves the right to waive any minor informality in any Proposal procedure; reject or cancel any or all Proposals; reissue a Proposal invitation; extend the Proposal opening time and date; consider and accept alternate Proposals, if specified in the Solicitation, when it is considered in the best interest of KMPS.

## **9. Evaluation, Negotiations, and Contract Award**

THIS IS A NEGOTIATED PROCUREMENT, and as such, award will not necessarily be made to the Proposer submitting the lowest priced Proposal. KMPS shall accept the Proposal response it deems to be in the best interest of KMPS through the evaluation process. Proposal responses will be evaluated based on the requirements set forth in Section II, Special Terms and Conditions.

**– End of Section I –**

## SECTION II SPECIAL TERMS & CONDITIONS

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1. Deviations to any/all requests in this proposal are subject to approval by the KMPS prior to any resultant proposal award.
2. The length of this contract shall be for a one year period with 3 annual renewals, contingent upon written agreement by both parties. For any contract that is greater than one year, KMPS may terminate that contract if KMPS's Board fails to appropriate sufficient funds for any budget year.
3. During the term of the contract, items that may not have been included on the initial proposal may be included by mutual written agreement of the successful contractor and KMPS. KMPS shall notify the successful contractor, in writing, of its intent to include new items under this contract. The successful contractor must supply, in writing, its prices on the items plus any discounts it intends to include in the purchase price.
4. 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.
5. **PRICE ADJUSTMENTS:**
  - 5.1 If during the term of the time and materials or cost-plus contract, the contractor's labor costs are increased, the contractor may apply to the COO for a corresponding contract price adjustment. Such request must be accompanied by sufficient information in writing to justify approval.
  - 5.2 If during the term of the time and materials or cost-plus contract, the contractor's costs for labor are lowered and such savings are passed along to other customers, it is understood and agreed that the benefits of such reduction shall be extended to the KIPP Memphis Public School.
  - 5.3 Only one (1) price review is allowed per calendar year during the term of the time and materials or cost-plus contract.
  - 5.4 The percentage for markup quoted for a time and materials or cost-plus contract shall remain firm for the entire term of the contract, and any subsequent renewals. No adjustment will be allowed.
6. KMPS reserves the right not to consider a Proposal containing a service charge, minimum dollar requirement, or minimum quantity requirement.
7. 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.
8. All supplies/equipment supplied under this contract shall be new and without defect.
9. All products offered must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles, or items containing defective workmanship are allowed.
10. 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. In determining the best proposal, the following selection criteria will be used:

- 10.1 The purchase price;
  - 10.2 The reputation of the Vendor and of the Vendor's goods or services;
  - 10.3 The quality of the Vendor's goods or services;
  - 10.4 The extent to which the goods or services meet KMPS's needs;
  - 10.5 The Vendor's past relationship with KMPS;
  - 10.6 The impact on the ability of KMPS to comply with laws and rules relating to historically underutilized businesses;
  - 10.7 The total long-term cost to KMPS to acquire the Vendor's goods or services; and
  - 10.8 Any other relevant factor specifically listed in the Request for Bids or Proposals.
11. KMPS reserves the right to make secondary awards. The secondary contractors will be considered for projects when the primary contractor cannot meet our time requirements for a particular project.
  12. **Contractors Liability Insurance:** During the term of this contract, any vendor or contractor working on KMPS facilities or property must provide the required insurance. Any large equipment or vehicles brought onto KMPS Property must also provide the required insurance.
    - 12.1 Coverage for general liability, each occurrence.
    - 12.2 Coverage for automobile liability, each occurrence (if applicable).
    - 12.3 Coverage for workers compensation, each occurrence (if applicable).
    - 12.4 Policy must be in effect during the time of contracted work.
    - 12.5 **Certificate Holder must name:**  
**KIPP Memphis Public School**
    - 12.6 Copy of Certificate of Insurance shall accompany the proposal.
      - 12.7 Upon Award of Contract Certificate of Insurance shall be emailed to [cmcguire@kippmemphis.org](mailto:cmcguire@kippmemphis.org)
  13. If applicable to the Project, a Payment Bond in an amount equal to 100% of the contract sum will be required on single projects that exceed \$25,000. 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.
  14. The prevailing rates of wages must be paid in conformance with all applicable laws of the State of Tennessee.
  15. 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. Current copies of all permits and licenses must be provided within 5 working days of request.
  16. 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 the Director of School Operations for reimbursement.
  17. 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.
  18. 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.

19. Contractor shall be excused from performance hereunder during the time and to the extent that he/she is prevented from obtaining, delivering, or performing in the customary manner, due to natural disaster, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide the Owner satisfactory evidence that non- performance is due to other than fault or negligence on his/her part.
20. If during the term of this contract, the successful contractor fails to perform for any cause other than those listed above, it may be due cause for forfeiture of the balances of the contract, and subsequent removal from the active bidder's list for a period to be determined by the Purchasing Coordinator. Repeated instances of unsatisfactory performance shall be cause for cancellation of the contract. Unsatisfactory performance shall be defined as no service, consistent late service or failure to comply with the minimum requirements of the solicitation.
21. 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.
22. The successful contractor or his/her personnel shall not proceed with any work on KMPS sites without the prior approval of the Director of Maintenance and Operations or his designee.
23. 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 the COO or her designee.
24. 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 two (2) hours, KMPS reserves the right to contact another contractor to perform the work required.
25. 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.
26. 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.
27. Contractor's Responsibilities:
  - 27.1 Contractor and his/her personnel shall not enter KMPS sites without prior approval.
  - 27.2 Contractor and his/her personnel must notify the front office of their presence in the building. Workers must sign in and out with the front office each time they leave the campus.
  - 27.3 Contractor and his/her personnel shall have appropriate identification at all times.
  - 27.4 KMPS shall provide the successful contractor with full and free access to the area to render service therein.
  - 27.5 The contractor and his/her personnel shall confine their activities to the work site and area(s) designated for their use.
  - 27.6 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.



- 27.7 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.
28. Successful contractor shall provide a “not to exceed” cost for each project assigned, with actual costs billed at the time and material unit costs established as a result of this award.
29. 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.
30. The use of tobacco, drugs, or alcohol is prohibited in all KMPS buildings, vehicles, and on the grounds of all KMPS facilities.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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:
- 35.1 National criminal history record information from a law enforcement or criminal justice agency for each employee of Proposer hired before January 1, 2008; and
- 35.2 National criminal history record information from the Tennessee Department of Public Safety for each employee of Proposer hired on or after January 1, 2008.
- 35.3 An employee of proposer who will have direct contact with students must not have been convicted of an offense identified in Tennessee Education Code.
36. 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.
37. Contractor shall insure that no one in their employment shall be in the possession of explosives or firearms on KMPS property.
38. All contract workers must be properly dressed while on KMPS property. Clothing with inappropriate words or pictures are strictly prohibited.
39. KMPS reserves the right to bid any project separately.

40. All invoices will be sent to: [billing@kippmemphis.org](mailto:billing@kippmemphis.org)
41. Violation of any part of the Special Conditions listed may be cause for termination of the contract by the KIPP Memphis Public School.

**END OF SECTION II**

## SECTION III PRICING & SPECIFICATIONS

### Check off one or more Services

- |   |  |
|---|--|
| <input type="checkbox"/> Carpentry Services<br><input type="checkbox"/> Concrete Services<br><input type="checkbox"/> Drywall Services<br><input type="checkbox"/> Electrical Services<br><input type="checkbox"/> Fencing Services<br><input type="checkbox"/> Fire Alarm System Repair Services<br><input type="checkbox"/> Glass Repair Services<br><input type="checkbox"/> Cafeteria Appliances/Repairs<br><input type="checkbox"/> HVAC Repair Services | <input type="checkbox"/> Window Replacement & Repairs<br><input type="checkbox"/> Small Equipment Repair Services<br><input type="checkbox"/> Locksmith Services<br><input type="checkbox"/> Painting Services<br><input type="checkbox"/> Parking Lot Maintenance and Repair Services<br><input type="checkbox"/> Plumbing Services<br><input type="checkbox"/> Roof Repair Services<br><input type="checkbox"/> Security Camera and Access Control Repair Services |
|---|--|

It is the intent of this Request for Proposal to establish the terms, conditions and prices for Contractors who can perform one or more of the services listed above on a time and material basis. The work may include, but is not limited to, individual projects at various locations throughout KMPS. Projects will be typically limited in size and scope of work required. Individual projects will be initiated by the KMPS. Total contract cost will be based on actual costs for each project.

Provide a list of Equipment which may result in additional charges to KMPS. Additional pages may be attached if needed.

Equipment Description	Charge per Hour, Day, Week
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

**SECTION IV  
PROPOSER'S QUESTIONNAIRE & INFORMATION  
FORM**

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Federal Tax ID # \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/ State/ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Web Site: \_\_\_\_\_

Type of Business Entity: Corporation  LLC  Partnership  Sole Proprietor  Other \_\_\_\_\_

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**Proposer's Certification**

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of this Proposal Solicitation, including all forms and attachments included and/or referenced herein, for the amount(s) shown on the accompanying Proposal form(s).

Proposer's Signature

Date \_\_\_\_\_

Contact Phone # \_\_\_\_\_ Email \_\_\_\_\_



## **Section V**

### **Certifications and Required Forms**

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1. References
2. Suspension or Debarment Certificate
3. Felony Conviction Notice

## REFERENCES

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All Proposers shall submit a list of at least three references for which similar contracts are in effect or have been completed. Austin area references are preferred.

1. Customer: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_  
Description of services provided: \_\_\_\_\_  
\_\_\_\_\_

2. Customer: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_  
Description of services provided: \_\_\_\_\_  
\_\_\_\_\_

3. Customer: \_\_\_\_\_  
Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_  
Description of services provided: \_\_\_\_\_  
\_\_\_\_\_

## SUSPENSION OR DEBARMENT CERTIFICATE

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Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder:

1. Certifies that the owner/operator has not been convicted of a felony except as indicated on separate attachment to this offer, and
2. Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (\_\_\_\_.36)

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Company Official Signature: \_\_\_\_\_

Please Print Company Officials Name: \_\_\_\_\_

Title of Official: \_\_\_\_\_

Date: \_\_\_\_\_



## FELONY CONVICTION NOTICE

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Senate Bill 1 passed by the State of Texas Legislators, Section 44.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school KMPS must give advance notice to KMPS if the person or owners or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the felony”.

Subsection (b) states “a school KMPS may terminate a contract with a person or business entity if KMPS determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. KMPS must compensate the person or business entity for services performed before the termination of the contract”. This disclosure is not required of a publicly-held corporation (option A).

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction had been reviewed by me and the following information furnished is true to the best of my knowledge (select one answer).

Vendor’s Name:

Authorized Company Officer’s Name: (please print)

Title: \_\_\_\_\_

<p><b>A.</b> My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.</p> <p>Signature of Company Officer: _____</p>
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<p><b>B.</b> My firm is not owned nor operated by anyone who has been convicted of a felony.</p> <p>Signature of Company Officer: _____</p>
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<p><b>C.</b> My firm is owned or operated by the following individual(s) who has/have been convicted of a felony (list names and titles):</p> <p>_____</p> <p>_____</p> <p>Details of Conviction: _____</p> <p>_____</p> <p>Signature of Company Officer: _____</p>
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**ALL VISITORS TO ANY KMPS BUILDING WILL BE REQUIRED TO PRESENT A PICTURE ID AND BE ENTERED INTO THE VISITOR MANAGEMENT SYSTEM IN ORDER TO RECEIVE A VISITOR PASS. NO VISITOR WILL BE ALLOWED ENTRY WITHOUT A VISITOR’S PASS.**

**Signature of Company Officer:** \_\_\_\_\_

## 0. Vendor Certification

This certification attests to the vendor's awareness and agreement to the content of this RFP and all accompanying calendar schedules and provisions contained herein.

The vendor must ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to **RFP #202223-001** issued by KMPS. The undersigned is a duly authorized officer, hereby certifies that:

\_\_\_\_\_  
\_\_\_\_\_  
(Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP.

Person[s] authorized to negotiate on behalf of this firm for purposes of this RFP are:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**- End of Document -**

