
KIPP MEMPHIS PUBLIC SCHOOLS

Request for Proposal for Janitorial and light maintenance services

RFP ID#06012022

April 1, 2022

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Statement of Work

1.1 Purpose

Prospective vendors are invited to submit proposals to supply janitorial and optional light maintenance services for all KIPP Memphis Public Schools (KMPS) situated in three buildings within the city of Memphis.

1.2 Coverage & Participation

The intended coverage of this RFP, and any agreement resulting from this solicitation, is for the use of all departments at KMPS. KMPS reserves the right not to enter into any contract, to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability or obligation of any kind or amount.

2 General Information

2.1 Original RFP Document

KMPS shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

2.2 The Organization

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 normal operating hours are typically 7:30 am when breakfast is served for students. Classes begin at about 7:45 am and students are typically dismissed at 4:00pm on regular days and 5:30 on tutoring days. The selected firm will ensure that staff representative(s) are on site and available during normal school hours, to ensure prompt address of urgent needs as they are identified by KMPS.

The selected firm will be expected to perform routine services on all school operating days as well as limited services during winter, spring and Summer Breaks. School operating days typically include weekdays during the school year, excluding holidays. In addition to regular school operating days, scheduled use of the facility occasionally occurs after school.

The decision to close or delay the opening or closing of a KMPS facility is within the sole discretion of KMPS. KMPS will communicate schedule adjustments to the contractor. The

contractor will adjust the schedule to provide services within a reasonable time, after being notified of the decision to close or delay the opening of the facility.

Our locations consist of the following addresses including square footage:

KIPP Memphis Collegiate Elementary
230 Henry Avenue
Memphis, TN 38107
104,646 sq. ft.

KIPP Memphis Collegiate Middle
230 Henry Avenue
Memphis, TN 38107
104,646 sq. ft.

KIPP Memphis Collegiate High
2110 Howell Avenue
Memphis, TN 38108
154,107 sq. ft.

KIPP Memphis Academy Middle
2110 Howell Avenue
Memphis, TN 38108
154,107 sq. ft.

2.3 Schedule of Events

The following is a tentative schedule that will apply to this RFP, but may change in accordance with the organization's needs or unforeseen circumstances. Changes will be communicated by e-mail to all invited bidders.

Below is a list of all major dates during the school year:

July 18, 2022	Teachers return for room prep
July 25-29, 2022	Summer PD
August 8, 2022	Regular school year begins
September 5, 2022	Labor Day Holiday
October 10-14, 2022	Fall Break
November 21-25, 2022	Thanksgiving Break
December 19, 2022 - December 30, 2023	Winter Break
January 16, 2023	MLK Holiday
January 30, 2023	Saturday School
February 20, 2023	President's Holiday
March 13-17, 2023	Spring Break
April 15, 2023	Saturday School
May 26, 2023	Last day of school

Below is a list of milestone dates relative to the RFP:

Issuance of RFP	April 1, 2022
RFP Meeting	Apr 11, 2022
Technical Questions/Inquiries Due	April 12, 2022

Response to Questions	April 14, 2022
RFP Closes	April 29, 2022
Final Award Notification	May 15, 2022
Estimated Contract Start Date	June 1, 2022

3 Proposal Preparation Instructions

3.1 Vendor's Understanding of the RFP

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to KMPS as necessary to gain such understanding. KMPS reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, KMPS reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to KMPS.

3.2 Good Faith Statement

All information provided by KMPS in this RFP is offered in good faith. Individual items are subject to change at any time. KMPS makes no certification that any item is without error. KMPS is not responsible or liable for any use of the information or for any claims asserted there from.

3.3 Communication

Verbal communication shall not be effective unless formally confirmed in writing by a specified official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

Vendors' Inquiries. Applicable terms and conditions herein shall govern communications and inquiries between KMPS and vendors as they relate to this RFP. Inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to:

KMPS Regional Office
ATTN: Dr. Canidra McGuire
2670 Union Avenue
Suite 1100
Memphis, TN 38112
E-mail: cmcguire@kipppmemphis.org

- 3.3.1 **Informal Communications** shall include, but are not limited to: requests from/to vendors or vendors' representatives in any kind of capacity, to/from any KMPS employee or representative of any kind or capacity with the exception of Dr. McGuire for information, comments, speculation, etc. Inquiries for clarifications and

information that will not require addenda may be submitted verbally to the named above at any time.

3.3.2 Formal Communications shall include, but are not limited to:

- Questions concerning this RFP must be submitted in writing and be received by 8:00 am April 12, 2022.
- Errors and omissions in this RFP and enhancements. Vendors shall recommend to KMPS any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, vendors shall recommend to KMPS any enhancements, which might be in KMPS best interests. These must be submitted in writing and be received by 8:00am April 12, 2022.

3.3.3 Addenda: KMPS will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within (5) business days. All questions, answers, and addenda will be shared with all recipients.

KMPS will not respond to any questions or requests for clarification that require addenda, if received after 8:00 am April 12, 2022. *All addenda will be posted to our Web site only: <http://www.kippmemphis.org/policies/rfp.htm>*

3.4 Proposal Submission

Proposals must be hand delivered or mailed to the regional office and must be received by April 29, 2022 5:00 p.m. KMPS shall not accept proposals received by fax.

Vendors are to submit an electronic copy only in Word Document Format (.docx) as stated in the instructions above. KMPS will not accept proposals delivered on paper, by fax or via e-mail.

3.5 Criteria for Selection

The evaluation of each response to this RFP will be based on a weighted matrix scale (from 1-5) to include but not limited to pricing, its demonstrated competence, financial stability, ability to complete the work and references. Pricing will be most heavily weighted. The purpose of this RFP is to identify those suppliers who can best provide KMPS with a janitorial service as identified in the Scope of Work.

3.6 Evaluation Criteria:

5. Price
4. Vendor understanding of KMPS needs
3. Financial stability and capacity to complete the work
2. Vendor sweet-spot (What differentiates your company from the rest)
1. References (3)

3.7 Selection and Notification

Vendors determined by KMPS who possess the capacity to compete for this contract will be selected to move into the negotiation phase of this process. Written notification will be sent to these vendors via e-mail. Those vendors not selected for the negotiation phase will not be notified via e-mail.

4 Scope of Work, Specifications & Requirements

KMPS desires to receive high-quality, professional janitorial services and/or maintenance service. The general scope of these services is set forth in this RFP. It is the intent of these specifications that the facility(ies) is kept functional, clean, safe, and in a condition that enhances KIPP's educational environment at all times. These specifications should, therefore, be considered as a minimum guide rather than a limitation to the bidder.

In the performance of such services pursuant to this RFP, its proposal and the final contract, the successful bidder will comply with any and all applicable federal, state, and local laws, rules, ordinances, policies and regulations, as well as all licensing and permitting requirements applicable to providing the services anticipated in this RFP, and will indemnify, defend and hold KMPS harmless from any liability from its failure to comply.

The period of the contract resulting for this RFP is tentatively scheduled to begin on or about **June 1, 2022 and continue through June 30, 2023**, with options to renew on a yearly basis.

Employee Recruitment, Hiring and Training

The contractor is expected to recruit and train employees to maintain high standards for the facility at all times. The contractor will manage the selection, evaluation, background checking, hiring, compensation, retention and termination of employees, including all labor, supervision and management necessary to provide the services outlined in this RFP. The contractor will provide training to employees and will also provide all supplies, materials and equipment required for the job.

The contractor will provide all local, state, and federally mandated training, especially related to Occupational Safety and Health Administration (OSHA) requirements (e.g. personal protection equipment, Right-to-Know including Material Safety Data Sheets (MSDS), etc.).

The contractor will ensure that all employees of the contractor assigned to KMPS, including any periodic assignments, undergo annual background checks at contractor expense and clear those background checks before beginning to work.

The contractor will be responsible for all salaries, payroll, and other taxes, benefits, fees and insurance required by any federal, state and local law, statute or regulation (including but not limited to unemployment taxes, Social Security contributions, worker's compensation premiums, and all similar taxes and payments).

All contractor employees assigned to KMPS will be subject to the rules and regulations of KMPS while at any school facility. The contractor, including its employees and agents, will be responsible for knowing KMPS' policies and procedures concerning appropriate behavior of persons in its facility, and will comply with all such policies and procedures. KMPS will use its best efforts, as reasonably requested by the contractor, to assist the contractor to comply with any and all applicable policies.

In case of improper employee conduct according to school policies, safety guidelines, or as otherwise identified by KMPS, the contractor will work proactively with KMPS to devise an acceptable resolution, potentially including imposing sanctions and/or removal of employee(s) from the facility temporarily or permanently. KMPS may orally or in writing request the removal or replacement of any prospective or actual employee or agent of the contractor from working under the contract. The contractor shall comply with any such request.

Additional Services

KMPS may request the contractor to perform additional services that are outside the scope of work in this RFP. All special projects or any opportunity to provide additional services must have prior written consent from KMPS. The contractor is then responsible for furnishing all equipment and additional staff necessary for these special projects. The contractor will invoice these special projects or services at a rate agreed upon in advance by KMPS and the contractor.

Subcontracting

Subcontracting of janitorial services will not be allowed in this Contract.

Insurance Requirements

The contractor will provide KMPS with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates are to be received and approved by KMPS before work commences. KMPS reserves the right to require complete copies of all required policies, at any time. The contractor will provide Commercial General Liability insurance to provide coverage for claims of bodily injury, property damage, and personal injury with the following limits. Commercial General Liability Insurance: \$1,000,000 combined single limit liability per occurrence for bodily, injury and personal property damage, including contractual liability.

Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage per accident. Coverage shall include, owned, non-owned and hired automobiles.

Employers Liability: \$1,000,000 per accident for bodily injury or disease.

Workers Compensation: Workers compensation as required by the state of Tennessee.

For all policies required above, KMPS is to be named as additional insured via endorsement to the policy. In addition, for all policies required, the contracted firm's insurance coverage shall be primary.

Additionally, to the fullest extent permitted by law, the contracted firm will agree to indemnify, defend and hold harmless KMPS, its agents and employees from and against all claims, damages,

judgements, expenses (including attorneys' fees and costs) for bodily injury, death or property damage arising out of or related to services provided to KMPS as per this contract. The contracted firm's obligations shall not extend to any claims, suits, damages, judgements, losses or expenses, arising in whole or in part, from the negligence or willful misconduct of KMPS, its agents or employees.

Safety Requirements

The contractor will report all health and safety issues promptly to the School Leader at the specific school site as well as to regional operations staff at KMPS. All contracted facility maintenance staff will wear proper safety equipment and be trained on the safe usage of hazardous materials at the workplace by the contracted firm. The contractor will ensure that all such materials on school premises are permissible per law and are clearly identified, labeled and stored at all times. The contractor shall keep Material Safety Data Sheets (MSDSs) in a designated on-site location for all cleaning supplies used/stored. Copies of all MSDSs shall be supplied to KMPS. MSDSs shall be up-to-date at all times.

The contractor will ensure the safety of all individuals on grounds while performing services and be knowledgeable of and abide by all provisions of local, state and federal codes, statutes and ordinances in regard to safety and building code compliance. The contractor will fulfill all obligations in compliance with all applicable laws and regulations including the Occupational Health and Safety Act (OSHA).

Specific responsibilities and frequency of duties performed are detailed in Exhibit 1 below. General areas to be serviced may include, but not limited to: Classrooms, Multi-Purpose Rooms, Cafeteria/Eating Area, Restrooms, Offices, and Common Areas. The proposal should include the cost of services and the number of staff required for each facility. A mandatory walk-thru will be scheduled so the potential contractor can understand the size and need of each school location. The contract period will be for a maximum of one year with options for renewal.

Equipment

The contracted firm is expected to provide all janitorial and/or maintenance equipment and supplies needed to provide services including, but not limited to, all disinfectants, floor cleaning products, carts, containers, vacuum cleaners, maintenance products, etc. The contracted firm will ensure that products and equipment are stored safely and in an orderly manner.

Consumables and Trash Liners

The contracted firm is expected to provide all consumable products and include this cost in the pricing section of their proposal. The contractor will be responsible for stocking and refilling all consumable products.

Optional Light Maintenance

Most of our facilities require occasional repairs that fall outside of the normal janitorial arena. These repairs do not require special training or certification and with the necessary tools and some handyman skills, the work can be performed by most laymen. The repairs include but are not limited to:

- Installing light bulbs in fixtures
- Unclogging plumbing facilities (sinks, toilets and urinals)
- Replacing window panes due to breakage or falling out
- Touching up paint that has peeled in spots

EXHIBIT 1 Routine Cleaning Schedule

AREAS TO BE SERVICED				
	Daily	Weekly	Monthly	Semi Annually
1. Main Office and class rooms				
1. Trash receptacles: Empty all	X			
2. Horizontal surfaces (except student desks): Dust and wipe clean as needed	X			
3. Floors: Sweep daily, spot mop/spray buff as needed	X			
4. Floors: Strip and wax (4 coats)				X
5. Carpets: sweep/vacuum	X			
5. Carpets: clean/shampoo			X	
5. Window sills/blinds: Dust		X		
2. Restrooms				
1. Trash receptacles: Empty all	X			
2. Spot clean partitions, remove graffiti	X			
3. Clean toilets, urinals and sinks	X			
4. Replenish soap and paper dispensers	X			
5. Dust window sills		X		
3. Offices, lobby and teacher's lounges				
1. Empty trash and sanitize interior of sanitary containers	X			
2. Clean, sanitize toilet bowls, urinals and hand basins	X			
3. Spot clean all walls, doors and partitions.		X		
4. Refill all dispensers to normal limits-napkins, soap, tissue, towel liners, seat holders, cups.	X			
5. Sweep, damp mop and sanitize hard floors	X			

6. Clean all glass mirrors and clean inside microwave oven	X			
7. Dust window sills		X		
4. Cafeteria/Multi-purpose rooms	Daily	Weekly	Monthly	Semi Annually
1. Trash receptacles: Empty all and replace plastic liners.	X			
2. Drinking fountains: Clean and sanitize as needed	X			
3. Tables: Wipe clean as needed	X			
4. Floors: Sweep, mop, spray buff as needed	X			
5. Floors: Strip and wax (4 coats)				X
5. Hallways	Daily	Weekly	Monthly	Semi Annually
1. Floors: Damp mop/spray buff as needed	X			
2. Sinks: Clean sinks as needed	X			
3. Water fountains: Sanitize as needed	X			
4. Window sills: Dust as needed		X		
5. Floors: Strip and wax (4 coats)				X
6. Stairways	Daily	Weekly	Monthly	Semi Annually
1. Floors: Sweep, dust, damp mop as needed	X			
2. Window sills: Dust as needed		X		
7. Gymnasium	Daily	Weekly	Monthly	Semi Annually
1. Floors: Sweep, dust, damp mop as needed	X			
2. Restrooms: Clean, sanitize toilet bowls, urinals and hand basins; replenish paper and soap dispensers	X			
8. Other	Daily	Weekly	Monthly	Semi Annually
1. Entry ways: Sweep clean and remove all debris immediately outside doorways	X			

5 Vendor Qualifications & References

All vendors must provide the following information in order for their proposal to be considered:

FORMAT OF BIDDER'S PROPOSAL:

To ensure that all Proposals are evaluated in an equivalent fashion, Bidders must submit a Proposal that corresponds to the sequence and format outlined below. The Bidder should ensure that its Proposal clearly explains all issues and questions addressed in this Section. In responding, it is at the discretion of the Bidder to expand upon topics.

EACH PROPOSAL SHALL CONTAIN THE FOLLOWING SECTIONS:

Experiences and References
Business Stability
Organization and Staff Capacity
Service Delivery Plan
Quality Assurance Plan
Training Plan
Proof of insurance
Bid Pricing

Experiences and References

To demonstrate the company's experience with similar schools or other facilities and experiences in the education sector, include: Summary Description of company and relevant experiences, as well as that of any strategic partners, if applicable. A list of clients served within the past five years (preferably schools); please include contact information (name, address, email, phone number).

Business Stability

To provide documentation of sufficient financial soundness and capacity to provide the services and carry out the contractor's requirements and obligations under this RFP and the subsequent contract, please provide: A company financial report for the most recent fiscal year, or explanation of unavailability and equivalent alternative financial documentation.

Documentation of company legal operating status. Provide copies of all relevant certificates or disclosures.

Organization and Staff Capacity

To demonstrate how personnel will manage, supervise and perform the services and communicate with KMPS effectively to maintain a high standard of services, please include: Description of experience and qualifications of key personnel providing the services with clear explanation of personnel roles and responsibilities. Include personnel responsible for work order completion, hiring/training, employee management, quality assurance, issue resolution/customer service, billing, compliance and documentation. For all personnel, describe planned level of effort, anticipated duration of involvement and on-site availability, and tenure with the contractor. Description of management and reporting relationships.

Quality Assurance Plan

To demonstrate how the bidder will ensure quality of service, please include: Description of how the bidder will monitor, measure and ensure service quality, safety and reliability; include detail on bidder's methods/program for project management and quality assurance (e.g. work standards, inspections, resolution of unacceptable work, staff timesheets, safety issues log, other relevant systems). List of chemicals used and information regarding safety of products.

Training Plan

To demonstrate contractor's capacity and quality of training provided to employees, please include: Evidence and description of scope of bidder's formalized in-service training and educational programs and requirements for all employees, including detailed list of orientation, training, subject and other ongoing job training subjects. Description of how the bidder will ensure effective employee recruiting and/or staff transition, and conduct employee training and safety programs

List of Exceptions

If applicable, submit a detailed list setting forth any requested exceptions, including explanations, to the RFP {i.e., of specific services that will not be provided by the bidder, and justifying reasons}.

Bid Pricing

Provide firm bid pricing information with a breakdown of specific costs for services. Please include an hourly billable rate for routine cleaning services {daily, weekly and monthly}, a rate to perform re-waxing of vinyl floors and carpet shampoo over the winter, and summer breaks; and a rate to perform light maintenance services.

Additional Capacities(if applicable)

If applicable, description of any other resources to be provided by the contractor which would enhance the contractor's ability to carry out the services {cost savings guarantees, etc.}, specific to light maintenance.

6 Budget & Estimated Pricing

All vendors must provide a cost breakdown for the implementation of their solution for KMPS's project as described in this RFP. The vendor must agree to keep these prices valid for 90 days as of July 1, 2022.

7 Additional Terms & Conditions

7.1 Personal Information

7.1.1 General

Depending on the circumstances KMPS may require information related to the qualifications and experience of persons who are proposed or available to provide services.

This may include, but is not limited to, resumes, documentation of accreditation, and/or letters of reference. The Respondent should not submit as part of its Response any information related to the qualifications, experience of persons who are proposed or available to provide services unless specifically requested. Unless specifically requested, any such information, whether in the form of resumes or other documentation, will be returned immediately to the Respondent. KMPS will treat this information in accordance with the provisions of this Section 7.

7.1.2 Requested Personal Information

Any personal information as defined in the [Applicable Legislation] that is requested from each Respondent by KMPS shall only be used to *consider* the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications. It is the responsibility of each Respondent to obtain the consent of such individuals prior to providing the information to KMPS. KMPS will consider that the appropriate consents have been obtained for the disclosure to and use by KMPS of the requested information for the purposes described.

7.2 Non-Disclosure Agreement

KMPS reserves the right to require any Respondent to enter into a non-disclosure agreement.

7.3 Costs

The RFP does not obligate KMPS to pay for any costs, of any kind whatsoever that may be incurred by a Respondent or any third parties, in connection with the Response. All Responses and supporting documentation shall become the property of KMPS, subject to claims of confidentiality in respect of the Response and supporting documentation.

7.4 Intellectual Property

The Respondent should not use any intellectual property of KMPS including, but not limited to, all logos, registered trademarks, or trade names of KMPS, at any time without the prior written approval of KMPS, as appropriate.

7.5 Respondent's Responses

All accepted Responses shall become the property of KMPS and will not be returned.

7.6 Governing Law

This RFP and the Respondent's Response shall be governed by the laws of the State of Tennessee.

7.7 No Liability

KMPS shall not be liable to any Respondent, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, the Respondent responding to this RFP; or
- As a result of the use of any information, error, or omission contained in this RFP document or provided during the RFP process.

7.8 Entire RFP

This RFP, any addenda to it, and any attached schedules, constitute the entire RFP.

8 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 06012022** 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. The proposal shall remain in effect for a period of 60 calendar days as of the RFP Due Date.

The undersigned further certify that their firm (check one):

IS

IS NOT

currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify KMPS of any change in this status, should one occur, until such time as an award has been made under this procurement action.

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

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Signature of Authorized Officer:

Name: _____ Title: _____

Signature: _____ Date: _____