



PUBLIC CHARTER SCHOOLS

Request for Proposal

School Moves for KIPPMA

Locations:

20 Wheeler St, Lynn MA 01902

90 High Rock St, Lynn MA 01902

Proposal Due Date: February 15, 2019

Proposal Due Time: 4:00PM ET

Emily Hepler

90 High Rock Street

Lynn, MA 01902

ehepler@kippma.org

(203) 214-6304

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SECTION 1: INTRODUCTION

1.1 Introduction

KIPP Academy Lynn Charter schools is seeking a Contractor to provide moving services for three schools in time for the 2019-2020 school year. The timeline is proposed as of January 31, 2019. Due to the build out of a brand new campus, Wheeler St, the dates are subject to change. KIPP Academy Lynn Charter School is seeking a Contractor who is flexible, but also understands the critical nature of the timeline.

1.2 About KIPP MA

KIPP Academy Lynn Public Charter Schools and KIPP Academy Boston Public Charter Schools, hereafter referred to as KIPP Massachusetts or KIPP MA, is part of a non-profit network of college preparatory, public charter schools educating students across grades K-12 in Lynn and Boston. Comprised of two elementary, two middle, and one high school, we have an 15-year track record of preparing students in educationally underserved communities for success in college and life. Our schools are part of the free public school system and enrollment is open to all students.

Our Lynn campuses are currently located at:

- **20 Wheeler St, Lynn MA 01902.** KIPP Academy Lynn Elementary serves over 480 students within a grade span of K-3. The campus is undergoing a renovation project- transitioning to a high school building by Summer 2019.
- **90 High Rock St, Lynn MA 01902.** KIPP Academy Lynn Middle and Collegiate serves over 950 students within a grade span of 5 - 12. The campus is transitioning to a K-8 facility for the 2019 - 2020 school year.

We are part of a national network of 224 KIPP schools educating nearly 100,000 students on their path to and through college, careers, and life. For more information about our schools, please visit www.kippma.org.

1.3 Schedule of Events

The schedule of events set out herein represents KIPP Academy Lynn's best estimate of the schedule that will be followed. KIPP Lynn reserves the right to adjust the proposed dates on an as needed basis with or without notice.

Description	Date	Time
Release of RFP	1/31/19	9 am ET
Deadline for written questions sent to the Point of Contact	2/13/19	9 am ET
Proposal Due	2/15/19	4 pm ET
Final Evaluation (on or around)	2/25/19	
Notice of Intent to Award	2/27/19	4 pm ET
Contractor begins work (on or around)	6/15/19	

1.4 Contract Term

The term for this contract will be from the date of acceptance (estimated to be February 27, 2019) - August 31, 2019. The proposed moving schedule for the project is slated to be complete by July 31, 2019- pending on time completion of construction and successful procurement of Certificate of Occupancy at 20 Wheeler St Campus.

1.5 Cancellation/Termination

If the Contractor defaults in its agreement to provide personnel or equipment to KIPP Lynn's satisfaction, or in any other way fails to provide service in accordance with the contract terms, KIPP Lynn shall promptly notify the Contractor of such default and if adequate correction is not made within ten (10) business days, KIPP Lynn may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this contract by providing written notice to the Contractor. Except for such cancellation with cause by KIPP Lynn, either KIPP Lynn or the Contractor may terminate this contract by giving sixty (60) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.

SECTION 2: GENERAL INFORMATION & INSTRUCTIONS

2.1 Purpose

KIPP Academy Lynn Charter schools is seeking a Contractor to provide moving services for three schools in time for the 2019-2020 school year. The timeline is proposed as of January 31, 2019. Due to the build out of a brand new campus, Wheeler St, the dates are subject to change. KIPP Academy Lynn Charter School is seeking a Contractor who is flexible, but also understands the critical nature of the timeline.

The move will comprise of the following:

- Moving one school (KIPP Academy Lynn Collegiate) to the Wheeler St Campus (“Wheeler”) on the new construction side.
- Moving Regional Office spaces to the Wheeler St Campus in the annex side .
- Moving one school (KIPP Academy Lynn Elementary) to the High Rock Campus (“High Rock”) at 90 High Rock St, Lynn MA 01902.
- Completing an internal classroom move at the High Rock Campus of KIPP Academy Lynn Middle.

KIPP Academy Lynn Charter is seeking a Contractor that can provide the best overall value to the district through cost, packing and delivery options, customer service, timeliness, etc. This Request for Proposal (RFP) states the instructions for submitting the letter of intent and proposal, the specifications for the work, the criteria by which a Contractor may be selected and the contractual terms by which KIPP Academy Lynn intends to govern the relationship between itself and the selected Contractor.

2.2 Proposal Submission Guidelines

The proposal price should include everything necessary for the execution and completion of the project. Proposals are to exclude sales tax.

KIPP Academy Lynn is not liable for any costs incurred by the bidder in the preparation of proposals submitted.

Contractors shall submit an electronic copy of the following documents via email with a subject **“Request for Proposal -- 2019 School Moves ”** and **“Request for Proposal -- 2019 School Moves -- Proposal Response”** based on the schedule below to:

Emily Hepler

ehelper@kipppma.org

Regional Director of Operations

90 High Rock St, Lynn MA 01902

Responses received after 4:00 PM EST on Friday, February 15, 2019 *may* not be considered.

All submitted proposals shall include:

1. **Cover Page:** APPENDIX A of this package shall be filled out and signed by an authorized representative of the Company.
2. **Profile, Experience, and References:** Contractor shall include background information on employees and references from other entities similar to KIPP Academy Lynn Collegiate for which the Contractor has provided goods and/or services.
 - a. Bids should be submitted with 3 customer references. School references are preferred. Commercial references with similar or larger square footage are acceptable.
3. **Certificate of Insurance:** Contractor shall provide proof of Workers' Compensation, General Liability, and Fidelity Bonding insurance.
4. **All-Inclusive Proposed Fees:** Contractor shall include any additional projected fees not expressly stated or requested in this RFP, including one-time fees that may be charged.
5. **Scope of Services:** In your proposal, please outline your approach for providing the services noted in the scope of services above. Please indicate whether there are services outlined in the scope that your organization is not prepared to offer at this time.
6. **Supplemental Documentation:** Contractor shall include supplemental information, i.e. packing training documents, proposed technology pack and transport options, any pack / move recommendations based on findings from the tours, a sample of the move labels, one each of the type of tote / cart / etc. recommended for the move.
7. **Letter of Intent Sheet:** All contractors are required to participate in a pre-proposal tour of each campus, which can be scheduled with Emily Hepler at ehepler@kippma.org or 203-214-6304. The Letter of Intent Sheet is APPENDIX B in this document.
8. **Debarment or Suspension Certificate:** Contractor shall review and complete the attached form. The Debarment or Suspension Certificate is APPENDIX B in this document.

Proposals must be submitted with a signed Bid Submission Sheet, APPENDIX D of this document.

All proposals should be submitted via email to ehepler@kippma.org or mailed/hand-delivered to KIPP Academy Lynn by 4:00PM on **8/31/18**. Late bids will not be accepted.

All questions about scope or site visits should be directed to Emily Hepler, KIPP Massachusetts Regional Director of Operations (RDO via email at ehepler@kippma.org or by phone at (203) 214-6304 between the hours of 9:00AM and 5:00PM Monday-Friday. KIPP Academy Lynn encourages all prospective contractors to

submit any questions they may have as soon as possible. Questions should include “School Moves 2019 RFP” in the subject line to ensure that we identify the email as relating to this RFP.

2.3 Mandatory Contractor Qualification Criteria

KIPP Academy Lynn must be assured that the selected Contractor has all of the resources to qualify and successfully perform under the contract. This includes, but is not limited to:

- District management residing in or near the State of Massachusetts
- And at least 3 current client references that KIPP Lynn may contact
- Adequate number of personnel with required skills
- Availability of appropriate equipment in sufficient quantity to meet the ongoing needs of facilities management
- Financial resources sufficient to complete performance under the contract

2.4 Submitting Questions

All questions concerning this RFP must be submitted in writing via email to the Point of Contact. Questions other than those submitted in writing will not be accepted. Only written responses will be binding. All Contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions.

2.5 Proposal Evaluation

KIPP Academy Lynn reserves the right to reject any and all proposals received as a result of this RFP. The selected proposal will be the most advantageous regarding timing, price, quality of service, qualifications and capability to provide the specified service, and other factors, which KIPP Academy Lynn may consider. Specific evaluation criteria includes, but is not limited to:

- Ability to meet required and desired contract specifications, including terms and conditions.
- Pricing.
- Experience and References.
- Contractor’s past relationship, if any, with KIPP Massachusetts or other charter schools.

2.6 Failing to Comply with Submission Instructions

Understanding Proposals received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Proposals must be complete in all respects, as required in each section of this RFP. By submitting a proposal, the Contractor agrees and assures that the

specifications are understood and are adequate, and the Contractor accepts the terms and conditions herein. Any exception must be noted in the Contractor's response.

2.7 Rejection of Proposals; Right to Waive Immaterial Deviation

KIPP Lynn reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of KIPP Lynn. It is also within the right of KIPP Academy Lynn to reject proposals that do not contain all elements and information requested in this RFP. A proposal will be rejected if the proposal contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by KIPP Lynn Academy on a case-by-case basis.

SECTION 3: SPECIFICATIONS AND REQUIREMENTS

3.1 Contractor Information

The Contractor will provide the company name, company address and the name, telephone number, and email address of the person or persons authorized to represent the company regarding all matters related to the proposal.

3.2 Assignment

Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the Contractor assign the right to any proceeds from the performance of the contract without the prior written consent of the KIPP Lynn. In furnishing services, the Contractor shall be acting as an independent Contractor in relation to KIPP Lynn. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by KIPP Lynn. The Contractor is not to be deemed an employee or agent of KIPP Lynn and has no authority to make any binding commitments or obligations on behalf of KIPP Lynn except as expressly provided herein. This clause of the Contract does not prevent KIPP Lynn from requiring Contractor to have its employees follow normal rules and guidelines for work performance, discipline and safety or from requiring Contractor to perform the requirements of this Contract satisfactorily.

3.3 Security/Confidential Information

The Contractor is required to screen all employees for on-site operations for prior criminal records of violence, acts against women or children, perversion or similar acts that could put members of KIPP Lynn community at risk. KIPP Lynn reserves the right to screen all contractor employees appointed to on-site operations, including independent background checks. KIPP Lynn reserves the right to bar access to the campus to individuals deemed to be a threat to the campus community. The campus is a drug free, alcohol free, and smoke free workplace, and KIPP Lynn reserves the right to request the removal of any Contractor employee from campus, at will. The Contractor must agree to comply with the request. Contractor shall be responsible for all keys issued to them and his/her employees. All doors and windows shall be closed and locked upon completion of cleaning or maintenance operations in the area. Contractor and his/her employees shall not disturb papers or personal effects on desks, and shall not open drawers or cabinets, or use any office equipment including but not limited to telephones, computers, radios or televisions. No unauthorized person or persons shall accompany Contractor's personnel conducting work under this contract.

3.4 Work Permission Requirement

The Contractor agrees and acknowledges that its employees and agents, employees, as well as any subcontractor or subcontractors' personnel, working on the contract must be a citizen of the United States, or must be lawfully admitted for residence and be permitted to work in the United States under the immigration and naturalization Act 8 U.S.C. 101, et seq.

3.5 Additional Requirements

At a minimum, the selected contractor must carry the following insurance for the entire period of the awarded contract and must name KIPP Academy Lynn as an additional Insured:

- Workman's Compensation Insurance at a minimum \$1,000,000 per incident that covers all employees of contractor that works in/on the schools.
- General liability or similar comprehensive insurance policy with a minimum of \$1,000,000 per incident coverage for the following:
 - o Property Damage
 - o Contractual Liability
 - o Personal or Bodily Injury

Contractor warrants to KIPP Academy Lynn that all labor performed and materials furnished by contractor shall conform to the specifications of this agreement, be of good quality and free of defects. Contractor expressly warrants that the work shall remain free of defect for a period of at least one (1) year from the date of completion.

SECTION 4: SCHOOL MOVE REQUIREMENTS

4.1 Packing Responsibilities

KIPP Academy Lynn staff will be responsible for packing items in the classrooms, offices, and shared spaces. KIPP Academy Lynn is seeking a Contractor who shall pack, move, and unpack all technology, and provide solutions for large items like kitchen, PE equipment, and instruments.

4.2 Buildings Serviced

The 20 Wheeler St Building and 90 High Rock St Building are the two sites for this contract. The Wheeler St building has two subsections- the “Annex”(no renovations) and the “High School” (newly renovated). Both building have multiple staircase and elevator access.

4.3 Proposed Calendar of School Moves

The proposed calendar for each move is listed below, pending on construction. Contractor must be able to show flexibility if there are changes to the construction schedule.

Phase	Origin	Destination	Dates	# of Spaces
1	90 High Rock Street Lynn MA (KALC & RO)	Storage OR 20 Wheeler St Lynn MA	6/24 - 6/28	48
2	90 High Rock St (KAL & RO)	90 High Rock St	7/8 - 7/12	29
3	20 Wheeler St Lynn MA	20 Wheeler St Lynn MA	7/15 - 7/19	34
4	Storage OR 20 Wheeler St Lynn MA	20 Wheeler St Lynn MA	8/5 - 8/9	48

4.4 Storage Requirements

Given the timeline between Phase 1 and Phase 4, KIPP Academy Lynn will need storage solutions for its items in Phase 1 until they can be relocated in Phase 4. The contractor is responsible for proposing the storage solutions (whether than be on site or off site storage) and is responsible for ensuring that moving systems minimize loss or damage to any multiple move items.

4.5 Moving Responsibilities

The selected Contractor shall have the responsibility to move all identified and tagged items from the locations listed in Section 3.3, including the items in storage solutions required in Section 3.4.

4.6 Contractor Requirements

The Contractor shall:

- Submit the Letter of Intent to acknowledge participation in the entire RFP Process.
- Participate in the Pre-Proposal Tours.
- Be flexible with move out and move in dates.
- Bring their own dumpsters for move-in days.
- Provide protection for flooring, stairwells, door jams, walls, etc.
- Be prepared for indoor and outdoor crews in the event of bad weather conditions.
- Provide responsive and friendly customer service to all KIPP Massachusetts employees.

4.7 Timeline and Execution

Work to be performed during normal working hours (7:00AM-5:00PM) Monday to Friday. When required, Contractor will be available on weekends if move is behind schedule. KIPP Academy Lynn will provide safe and free access to all equipment and buildings.

SECTION 5: TERMS AND CONDITIONS

5.1 Payment Terms

KIPP Academy Lynn’s payment terms are thirty (30) days from date of good/service acceptance or receipt of a properly prepared and submitted invoice, whichever is later.

5.2 Right to Additional Competition

KIPP Academy Lynn occasionally solicits qualifications or bids for services, and expressly reserves the right to enter into one or more service agreements for any goods and/or services described in this request if deemed to be in the best interest of KIPP Academy Lynn.

5.3 Modifications

Any contract between the Contractor and KIPP Academy Lynn may only be modified by a written agreement signed by both parties or their duly authorized agents.

5.4 Incurred Costs

KIPP Academy Lynn is not liable for any costs incurred by a Contractor in the preparation and production of a bid/proposal or for any work performed prior to the issuance of a contract.

5.5 Duration of Submission

Submitted proposals shall remain valid and open for acceptance for a period no less than sixty (60) days subsequent to the opening of proposals. No bid/proposal may be withdrawn during the period of firm offering.

5.6 Proposal Errors

Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, Contractor may be removed from the KIPP San Antonio approved vendor list.

5.7 Selection of Contractor

KIPP Academy Lynn will enter into a written contract with the most responsive bidder as determined by the evaluation criteria mentioned above. KIPP Academy Lynn reserves the right to reject any or all proposals, in whole or in part, and is not bound to accept the lowest cost proposal if that proposal is contrary to the best interests of KIPP Academy Lynn. KIPP Academy Lynn also reserves the right to award contracts for individual items as may appear advantageous and to waive all formalities of bidding.

5.8 Undue Influence

In order to ensure the integrity of the selection process, Contractor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Contractor's response, directly or indirectly, through any contact with KIPP Academy Lynn board members or other KIPP Academy Lynn officials from the date this solicitation is released until the award of a contract by KIPP Academy Lynn.

5.9 Contractual Relationship

Nothing herein shall be construed as creating the relationship of employer or employee between KIPP Academy Lynn and the Contractor or between KIPP Academy Lynn and the Contractor's employees. KIPP Academy Lynn shall not be subject to any obligations or liabilities of the Contractor or its employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor its employees shall be entitled to any of the benefits established for KIPP Academy Lynn employees, nor be covered by KIPP Academy Lynn's Workers' Compensation Program.

5.10 Indemnification

The Contractor shall indemnify, defend and hold harmless KIPP Academy Lynn, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of the Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of KIPP Academy Lynn is not the cause of the loss, claim, damage expense or cost.

5.11 Gratuities

KIPP Academy Lynn may, by written notice to the Contractor, cancel any agreement between the Contractor and KIPP Academy Lynn without liability to KIPP Academy Lynn if it is determined by KIPP Academy Lynn that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of KIPP Academy Lynn with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event a contract is

cancelled by KIPP San Antonio pursuant to this provision, KIPP Academy Lynn shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

5.12 Advertising

The Contractor shall not advertise or publish, without the prior consent of KIPP Academy Lynn, the fact that KIPP Academy Lynn has entered into a contract with the Contractor, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

5.13 Student Information

Contractor acknowledges and agrees that certain federal and state laws protect the privacy interests of students and parents with regard to educational and health records maintained by KIPP Academy Lynn, including, without limitation, the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g, and the Health Insurance Portability Accountability Act of 1996 (“HIPAA”) Pub. L. No. 104-191, 110 Stat. 1936. KIPP Academy Lynn may determine that the Contractor has a legitimate educational interest in the educational records, as that term is defined under FERPA, of KIPP Academy Lynn’s students, and the Contractor is an agent of KIPP Academy Lynn solely for the purpose of providing services to KIPP Academy Lynn. The Contractor and its personnel, if any, shall maintain the confidentiality of student and medical records and comply with the requirements of FERPA, HIPAA, and all other applicable law with respect to the privacy of student records. This provision shall survive the termination of any agreement between KIPP Academy Lynn and the Contractor. Upon the termination of any agreement between KIPP Academy Lynn and the Contractor, the Contractor will return to KIPP Academy Lynn all student records, documentation, and other items that were used, created, or controlled by the Contractor.

5.14 Intellectual Property

Contractor acknowledges that, in connection with this project, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to KIPP Academy Lynn. For purposes of this project, “Confidential Information” shall include but not be limited to:

1. Information relating to KIPP Academy Lynn’s financial, regulatory, personnel, or operational matters.
2. Information relating to KIPP Academy Lynn’s clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
3. Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research, and development activities, and computer programs and designs.
4. Contracts, product plans, sales and marketing plans, and business plans.

5. All information not generally known outside of KIPP Academy Lynn’s business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from KIPP Academy Lynn or its agents.
6. The term “Confidential Information” does not include the following:
 - a. Information available to the public through no wrongful act of the receiving party.
 - b. Information that has been published.
 - c. Information required in response to subpoena, court order, court ruling, or by law.

Contractor agrees that it will not, at any time during or after termination of any contract between the Contractor and KIPP Academy Lynn, use or disclose any confidential information or trade secrets of KIPP Academy Lynn to any person or entity for any purpose whatsoever without the prior written consent of KIPP Academy Lynn, unless and except as otherwise required by applicable federal or state law, including but not limited to the Texas Public Record Law.

Contractor agrees to release to KIPP Academy Lynn all records and supporting documentation related to the services provided under any contract between the Contractor and KIPP Academy Lynn upon completion of the services and/or termination of the contract.

5.15 Delivery Terms and Transportation Charges

All deliveries, unless specified otherwise in writing, shall be made to the campus or department specified, between the hours of 8:00AM- 4:00PM, Monday through Friday, except on school holidays. The delivery shall be made and articles shall be placed inside the school or district building in the room(s) designated, at no additional charge. The title and risk of loss of the goods shall not pass to KIPP Academy Lynn until the school or district office receives, accepts, and takes possession of the goods at the point(s) of delivery. The place of delivery shall be set in any subsequent authorized work orders.

5.16 Insurance

The Contractor will carry and maintain Workers’ Compensation, General Liability, and Fidelity Bonding insurance. Proof of such will be furnished to KIPP Academy Lynn as requested.

5.17 Price Warranty

The price to be paid by KIPP Academy Lynn shall be that contained in the Contractor’s bid which the Contractor warrants to be no higher than the Contractor’s current prices on orders by others for services and/or products of the kind and specification covered by this project for similar quantities under similar or like conditions and methods of purchase. In the event the Contractor breaches this warranty, the prices shall be

reduced to the Contractor's current prices on orders by others, or in the alternative, KIPP Academy Lynn may cancel the contract between the Contractor and KIPP Academy Lynn without liability to KIPP Academy Lynn for breach at the Contractor's actual expense. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure a contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, KIPP Academy Lynn shall have the right in addition to any other right or rights to cancel the contract between the Contractor and KIPP Academy Lynn without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

5.18 Safety Warranty

When applicable, Contractor warrants that products sold to KIPP Academy Lynn shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, KIPP Academy Lynn may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by KIPP Academy Lynn will be at the Contractor's expense. Additionally, no asbestos in any form may be used in the manufacturing or processing of any product purchased by KIPP Academy Lynn. If any product called for by name in this specification should contain any asbestos material, the Contractor must notify KIPP Academy Lynn immediately for the name of a suitable substitute asbestos-free product.

5.19 Suspension & Debarment

Neither the Contractor nor any of its officers, directors, owners, members, employees, or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689--- Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory and regulatory authority other than E.O. 12549.

5.20 No Waiver of Immunity

Notwithstanding anything to the contrary in this request, the Contractor acknowledges, stipulates, and agrees that nothing in this request shall be construed as a waiver of any defense available to KIPP Academy Lynn, including but not limited to any statutory or governmental immunity available to KIPP Academy Lynn under applicable law.

5.21 Equal Opportunity

KIPP Academy Lynn is an equal opportunity employer. It is the policy of KIPP Academy Lynn to offer equal educational and employment opportunities to all persons without discrimination on the basis of race, color, religion, sex, age, sexual orientation, national origin, disability or veteran status.

5.22 Sexual Harassment

KIPP Lynn committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and work climate. Failure of the contractor, its employees, and/or subcontractors to comply with KIPP Lynn's policy regarding sexual harassment could result in termination of this contract without advance notice.

5.23 Smoking Policy

The Contractor must comply with KIPP Lynn's non-smoking policy. Smoking is not permitted on campus. The Contractor shall be responsible for the implementation and enforcement of this requirement with respect to its employees and subcontractors.

APPENDIX

APPENDIX A: COVER SHEET

Note to Proposers

Carefully read all instructions, schedule, requirements and specifications. Fill out all forms properly and completely. Submit your proposal with all appropriate supplements and attachments and return as instructed in this document to:

Emily Hepler
ehelper@kippma.org
Regional Director of Operations
90 High Rock St, Lynn MA 01902

An authorized company representative must complete and sign below; failure to do so could disqualify the proposal.

Company Name:

Company Address:

Employer Identification Number:

Telephone Number: _____ Fax Number: _____

Representative Name: _____ Signature: _____

APPENDIX B: LETTER OF INTENT

I, _____ (Representative Name) , confirm that

_____ (Company Name) will be participating in the KIPP
Academy Lynn Request for Proposal: 2019 School Moves.

We have reached out and scheduled our tours with Emily Hepler at ehewler@kippma.org or 203-214-6304 and
have the following tour date and time:

Date: _____ Time: _____

We understand that participation in the Pre-Proposal Tours is a requirement for submitting a 2019 School
Moves Proposal, which is due February 15, 2019 by 4:00PM EST. The Company will be sending the following
representative(s) to complete the tours:

1. _____
2. _____
3. _____

We understand that the pre-proposal tour is mandatory for RFP submission, and we will have at least one
representative present for each portion of the tour as scheduled above.

Representative Signature: _____

APPENDIX C: DEBARMENT OR SUSPENSION CERTIFICATE

KIPP Academy Lynn is prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Provider must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting this certificate, Contractor certifies that no suspension or debarment is in place, which would otherwise preclude Contractor or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

Contractor Official Name

Contractor Name

Signature of Contractor Official

Date

APPENDIX D: BID SUBMISSION SHEET

This form must be returned, properly executed, along with three customer referrals and any additional materials. Please use this form as the cover sheet for your bid proposal.

Company: _____

Address: _____

Telephone: _____

Email: _____

Contract Rate : _____

Weekend Rate : _____

I, _____, a duly authorized representative of the bidding firm, agree to provide all goods and services included in this bid submittal in accordance with all applicable federal, state and local laws, regulations and ordinances, and further, to hold KIPP Academy Lynn harmless should any judgement be rendered against our firm for violation(s) during the performance of this project. The undersigned does, by his/her signature, indicate he/she has read, understands, and will comply with all requirements and conditions of the specifications.

Name (Please Print): _____

Title: _____

Signature: _____

Date: _____