



# KIPP DELTA PUBLIC SCHOOLS

PO Box 743  
Helena-West Helena  
Arkansas, 72342  
[www.kippdelta.org](http://www.kippdelta.org)

## KIPP Delta Public Schools Request for Proposals

**Project:** KIPP DELTA ELEMENTARY LITERACY ACADEMY SEEKS PROPOSALS IN ORDER TO PROVIDE LANDSCAPING SERVICES AT THE ELEMENTARY LITERACY ACADEMY IN WEST HELENA, AR.

### Request for Proposals (RFP)

**Release Date:** JUNE 9, 2018

**Proposals Due Date:** JUNE 22, 2018

### Contact Persons:

- (1) JESSICA STEWART  
EMAIL: [JESSICA.STEWART@KIPPDELTA.ORG](mailto:JESSICA.STEWART@KIPPDELTA.ORG)  
PHONE: 870-714-9254  
MAIL: 1020 PLAZA, HELENA-WEST HELENA, AR 72390
  
- (2) JANELLE JENKINS  
EMAIL: [JANELLE.JENKINS@KIPPDELTA.ORG](mailto:JANELLE.JENKINS@KIPPDELTA.ORG)  
PHONE: 870-714-1895  
MAIL: PO Box 743, HELENA, AR 72342
  
- (3) CHARITY HALLMAN  
EMAIL: [CHARITY.HALLMAN@KIPPDELTA.ORG](mailto:CHARITY.HALLMAN@KIPPDELTA.ORG)  
PHONE: 870-714-0580  
MAIL: PO Box 743, Helena, AR 72342

## Section 1 – Project Overview and Submission Instructions

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KIPP Delta is soliciting proposals from qualified LANSCAPING SERVICES contractors interested in providing hydro-seeding services. The goods or services would be performed at 1020 Plaza, West Helena, AR.

Interested vendors should read this package thoroughly and **return signed copies of sections 8, 9, 10, and 11 along with their proposal and a copy of their W-9.**

One electronic copy of the RFP response must be received no later than **09:00AM, June 22, 2018.**

**Electronic responses** should be submitted to the following employees:

1. Jessica Stewart, [JESSICA.STEWART@KIPPDELTA.ORG](mailto:JESSICA.STEWART@KIPPDELTA.ORG),
2. Janelle Jenkins, [JANELLE.JENKINS@KIPPDELTA.ORG](mailto:JANELLE.JENKINS@KIPPDELTA.ORG)
3. Charity Hallman, [CHARITY.HALLMAN@KIPPDELTA.ORG](mailto:CHARITY.HALLMAN@KIPPDELTA.ORG)

**Paper responses** should be mailed to the attention of: JESSICA STEWART at 1020 PLAZA, WEST HELENA, ARKANSAS 72390 and Finance Department at PO Box 743, Helena, AR 72342.

### Reservations and Proprietary Information

Bids/proposals do not commit KIPP Delta to pay any cost incurred in the preparation thereof. Further, KIPP Delta reserves the right to accept or reject any or all bids/proposals or any part of a bid/proposal. All bid/proposal information, applications, briefs, sales brochures, etc., will become the property of KIPP Delta when submitted in response to this RFP. All bid/proposal documents submitted by the bidder shall be available for inspection after the bid/proposal opening, at the appropriate time. ***Bidder should carefully mark each page that is considered proprietary so that it can clearly be identified as such.***

### Clarification

Any interpretation or correction of the bid/proposal documents/specifications will be made only by addendum and will be e-mailed or delivered to each prospective bidder of record. KIPP Delta will not be responsible for any oral explanations, assumptions, or interpretations of a bid/proposal at any point. All questions concerning a bid/proposal must be addressed to Jessica Stewart, KIPP Delta Elementary Literacy Academy, 1020 Plaza, West Helena, Arkansas 72390 (870) 714-9254.

All bids and proposals shall be for public opening. Bids and proposals shall not be subject to public review until after the evaluation has been completed.

### Property Tours

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the property and fully understand the conditions that may affect the work proposed; and take the necessary measurements. Failure to inspect the Sites in no way relieves the successful contractor from the necessity of furnishing materials or performing any labor necessary for the satisfactory completion of the work.

Property tours have been established for the dates of June 15 and June 18, 2018. All bidders are invited to tour the property at that time. Each bidder will be allowed to ask questions and will be provided with property information. Inquiries for specific information will not be entertained prior to the aforementioned tours. To schedule a tour on these dates, please call Jessica Stewart, Director of Operations at 870-714-9254.

## Section 2 – Overview of KIPP Delta

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Founded in 2002, KIPP Delta Public Schools aspires to lead high performing college preparatory schools in the Arkansas Delta where students discover and pursue their passions. We provide a rigorous and aligned Pre-K-12 program built upon college-ready academic standards, effective instructional practices, and meaningful curricula and assessments. As a growing network of free, open-enrollment, public charter schools, KIPP Delta serves over 1,300 students across six schools in Helena, Blytheville and Forrest City, Arkansas, and is expanding in the coming years. Rooted in an assets-based approach to teaching, leading, and coaching, KIPP Delta Public Schools is poised to transform lives and uplift the communities it is serving. KIPP Delta has four core values: Humility, High Expectations, Beyond Z, and Care and Love. Our work is rooted in these values.

**Impact:** With a mission to empower students from underserved communities to pursue a college education, 99% of our high school graduates have been accepted to college and 79% have graduated or are persisting in college. Our founding class is on track to quadruple the six-year graduation rate for educationally under-served students, which is just ten percent nationally. Our first six graduating classes have earned over \$5 million in college scholarships. KIPP Delta Collegiate High School in Helena, Arkansas has consistently been ranked in the top ten high schools in the state by U.S. News and World Report over the last five years.

For more information about the organization please visit [www.KIPPDelta.org](http://www.KIPPDelta.org).

## Section 3 – Scope of Work & Timeline

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### Description of Requested Services and/or Goods

Scope of work includes:

1. Removal of existing weeds.
2. Installation of Bermuda seeds or sod in the areas identified by KIPP Delta.
3. Grading of soil in affected/ disturbed areas.
4. Fertilization, irrigation and where required chemical treatment of, Bermuda grass to ensure successful germination and growth.
5. Lawn maintenance services provided for a year: this includes weeding, watering and fertilizing the Bermuda grass installed to ensure that it takes root. This does not include mowing and edging services, as that will be carried out by the client.

6. Installation of drainage system to remove water from affected areas where required.
7. Purchase materials necessary to install and maintain Bermuda grass for one year.
8. 12 month warranty on all labor, parts, and materials at no charge to KIPP Delta
9. At the completion of work, the contractor must remove from the premises all surplus materials and all debris created by same.
10. Contractor will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.
11. Work must be in compliance with State and local codes.
12. Work can be completed between the hours of 6 A.M and 6 P.M. only, Monday through Saturday.

#### Section 4 – Proposal Requirements

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##### **Firm Information**

Provide agency's name, address, website, and telephone number. Include name, title, and e-mail address of the individual who will serve as agency's primary contact. Include a brief description and history of your firm.

##### **Services Approach**

- Please explain your approach, style and process.

##### **Provide biographies of key staff and proof of insurance**

- Please include a summary of experience of all key staff.

##### **Experience**

- Bidders shall provide evidence of having at least 3 (three) years of experience in performing similar landscaping work. Bidders shall provide KIPP Delta at least 3 references of previously completed projects--including contact names, addresses, and phone number(s).
- Bidders shall show the ability to provide services in support of the following:
  - Installation of Bermuda grass seed and/ or sod;
  - Maintenance of Bermuda grass;
    - Knowledge of chemical application for weed, insect and disease control for Bermuda grass in both warm and cool season;
    - Knowledge of fertilizer application to facilitate healthy growth of Bermuda grass in both warm and cool season;
    - Knowledge of all chemical application rules and state/federal regulations.
  - Installation of drainage system to support landscaping services.

**Service Timeline**

- Proposals should include the information on proposed service timelines for tasks described in the scope of work section.
- Installation of Bermuda grass must be completed by August 31, 2018.

**Cost**

- Proposals must include the estimated cost for all work related to tasks and deliverables outlined in the Pricing Sheet.
- Additional pricing considerations must be noted.
- Pricing quotes must remain valid for at least sixty (60) days from the proposal submission deadline.

Section 5 – Award Criteria and Submission Instructions

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**RFP Award Criteria**

Total cost of scope and quality of materials will be considered during review and award of the contract. Proposals submitted to KIPP Delta Public Schools will be reviewed by the school level Director of Operations, and the Director of Finance, and Chief Operating Officer. Proposal will be evaluated on the criteria identified below.

<b>Factors</b>	<b>Description</b>	<b>Maximum Points</b>
Cost	Cost of services	10
Reputation	References	10
Competence	Experience of vendor and staff assigned to the project	30
Timeline	Amount of time needed to complete the project	10
Completeness	Quality and completeness of the submitted proposal including recommendations for the manner in which this work is to be carried out	30
Equipment	Quality/ratings of the equipment and materials that will be used	10
		<b>100</b>

Upon acceptance of all proposals, KIPP Delta will review, score, and select a vendor.

**Response to Proposals**

KIPP Delta will respond to all vendors in writing with a decision after all proposals are reviewed and scored.

## Section 6 – Disclosures

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### **Conditions of Solicitation**

The release of the RFP does not constitute an acceptance of any offer, nor does such release in any way obligate KIPP Delta Public Schools to execute a contract with any other party. The contractor shall assure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to the RFP shall be in writing.
2. KIPP Delta Public Schools will not be liable for any costs associated with the preparation of proposals.
3. KIPP Delta Public Schools reserves the right to accept any proposal as submitted without substantive negotiation of offered terms, services, or prices. Therefore, all applicants are advised to propose their most favorable terms initially. Discussions may be conducted with applicants who submit proposals determined to be reasonably susceptible of being selected for the bid for the purpose of clarification to assure full understanding of and responsiveness to solicitation requirements, but proposals may be accepted without such discussions.
4. Applicants may designate those portions of the proposal which contain trade secrets or other proprietary data.
5. KIPP Delta Public Schools reserves the right to cancel this solicitation in writing when it is determined to be in the best interest of KIPP Delta Public Schools.
6. Any proposal or modification of a proposal received after the due date and time is considered late and will not be considered for acceptance unless the receipt is delayed by the action or inaction KIPP Delta Public Schools personnel directly or is in response to a negotiation of the bid.
7. The applicant represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth by the Arkansas Department of Finance and Administration Rules and Regulations.

### **Independent Contractor:**

The applicant shall perform all services as an independent contractor and shall at no time act as an agent or employee of KIPP Delta Public Schools. No act performed or representation made, whether oral or written, by the applicant to third parties shall be binding to KIPP Delta Public Schools.

### **Applicable Law:**

The contract shall be governed by and construed in accordance with the laws of the State of Arkansas. The applicant shall comply with applicable federal and state laws and regulations.

**Authority to Contract:**

The applicant warrants (a) that it is a validly organized entity with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the state of Arkansas; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) that notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

**Contract Disclosure:**

The successful applicant will be required to complete forms associated with the Governor's Executive Order 98-04 before the award of a contract. Information on Governor's Executive Order 98-04 can be found on the following web site:

<http://www.dfa.arkansas.gov/offices/accounting/internalaudit/Pages/ExecutiveOrder98-04.aspx>

Failure to make any disclosures required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this grant. Any applicant who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal sanctions available to the ADE.

**Indemnity:**

The selected Vendor "Contractor" agrees to defend, indemnify and hold KIPP Delta, Inc. harmless from any liability or claim for damage because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractors' arising out of or related to the performance of the construction Contract. Each Contractor is acting in the capacity of an independent Contractor with respect to KIPP Delta Public Schools. The Contractor further agrees to protect, defend and indemnify KIPP Delta Public Schools from any claims by laborers, subcontractors or material men for unpaid work or labor performed or materials supplied in connection with the Construction Contract.

The successful bidder, vendor, and/or contractor must protect all property of KIPP Delta Public Schools (i.e. floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom clean and finished condition acceptable to KIPP Delta Public Schools. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

**Confidentiality Information:**

Respondents are advised that materials contained in proposals are subject to the Arkansas Freedom of Information Act and may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Arkansas Freedom of Information Act must place all confidential documents in a sealed envelope(s) clearly marked "Confidential" and must indicate on the outside of their proposal package that confidential materials are included. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Arkansas Freedom of Information Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the respondent(s). If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the State will remove the proposal from consideration for award and return the proposal to the respondent(s). The State will not determine prices to be confidential information.

### Section 7 – Bidding Protest Procedures

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Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract by KIPP Delta may protest to the Executive Director in accordance with procedures established by the Board of Directors.

KIPP Delta's protest procedures are as follows:

- (1) The Executive Director has authority from the Board of Directors to settle and resolve a protest of an aggrieved person concerning the solicitation or award of a contract;
- (2) Any person aggrieved by KIPP Delta's solicitation or award of a contract shall submit such a protest in writing within seven (7) calendar days after the aggrieved person knows or should have known of the facts given rise to the protest;
- (3) The Executive Director shall give written notice to all persons involved and give those persons an opportunity to respond to the protest issues in writing;
- (4) The Executive Director shall issue a written decision to all interested parties concerning the protest. The decision must state the reasons for the action taken;
- (5) The Executive Director shall promptly notify, in writing, the aggrieved party and any other affected party of the impact of the protest on continuing with the solicitation or award of the KIPP Delta contract pending the resolution of the protest;
- (6) The Executive Director's written decision shall address the award of costs with regard to successful protests; and
- (7) A decision on a protest under these procedures shall be final and conclusive.



Section 8 – Proposal Transmittal Form

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**KIPP Delta Public Schools  
Project: LANDSCAPING SERVICES – ELEMENTARY LITERACY ACADEMY**

Company name:

Company address:

Primary contact:

Email address:

Phone number:

**By my signature below, I hereby represent that I am authorized to bind the applicant to the provisions of the attached Proposal. The undersigned offers and agrees to provide the specified services in accordance with the provisions set forth in the Request for Proposals (RFP). Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP. The undersigned is fully aware of the evaluation criteria to be utilized in awarding the contract.**

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**Printed Name and Title**

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**Signature**

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**Date**

**Proposal Due Date: 09:00AM, JUNE 22, 2018. Central Standard Time**

Hard copies or Electronic copies are acceptable.

KIPP Delta Public Schools

JESSICA STEWART

EMAIL: JESSICA [STEWART@KIPPELTA.ORG](mailto:STEWART@KIPPELTA.ORG);

[Janelle.Jenkins@kipdelta.org](mailto:Janelle.Jenkins@kipdelta.org); and [Charity.Hallman@kipdelta.org](mailto:Charity.Hallman@kipdelta.org)

PHONE: 870-714-9254

MAIL: 1020 PLAZA, WEST HELENA, AR 72390

Section 9 – Vendor Profile

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Legal Business Name or Entity: \_\_\_\_\_

Doing Business as: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Number of years in operation: \_\_\_\_\_

Veteran owned business? Yes/No

Small-business? Yes/No

Woman-owned business? Yes/No

Minority-owned business? Yes/No

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Section 10 – Pricing Sheet

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To ensure consistency and for proper analysis, pricing submission should follow the format reflected. Prices should include all material cost, sub-contracted expense, overhead, tax and required maintenance for one year of successful germination, growth and maintenance of Bermuda grass.

<b><u>Description of Services</u></b>	<b><u>Cost</u></b>
I. Grass Installation	\$
- Removal of existing weeds (non Bermuda grass).	
- Purchase and installation of Bermuda grass seeds or sod.	
- Grading of affected areas.	
II. Detailing	\$
- Lawn maintenance for the entire year to ensure the Bermuda grass takes root – weeding, watering, fertilizing, etc.	
- General cleanup of all disturbed areas on the property.	
III. Fertilization/Chemical Treatments	\$
- Fertilization of Bermuda grass with recommended analysis.	
- Chemical treatment of areas for weeds, insect infestation or disease if present at the beginning of the project and during the year.	
IV. Drainage	\$
- Installation of drainage system to support the growth of the Bermuda grass, this may include rip rap and splash blocks.	
V. Labor	\$
VI. Additional Considerations	\$
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<b>GRAND TOTAL</b>	<b>\$</b>

Section 11 – Assurances and Disclosures

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I, \_\_\_\_\_ hereby state:

1. I am the duly authorized agent of \_\_\_\_\_, the Proposer submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among and between Proposers and Region officials, as well as facts pertaining to the giving or offering of things of value to Region personnel in return for special consideration in the awarding of any contract pursuant to the bid to which this statement is attached.
  
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of the bid.
  
3. Neither the Proposer nor anyone subject to the Proposer’s direction or control has been a party:
  - a. To any collusion among Proposers in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
  - b. To any collusion with any Region official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of the prospective contract; or
  - c. In any discussions between Proposers and any Region official concerning exchange of money or other thing of value for special consideration in the awarding of a contract.
  
4. I hereby guarantee that the specifications outlined in the bid shall be followed as specified and that deviations from the specifications shall occur only as part of a formal change process approved by the Board of Directors of the Region.

***Certification and Violations Disclosure -***

1. Is the company or any employees who will be working on this contract presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency?  
 \_\_\_\_\_ Yes \_\_\_\_\_ No
  
2. Has the company in the last five years ever been found in violation of the Equal Opportunity Clause? \_\_\_\_\_ Yes \_\_\_\_\_ No
  
3. Has the company or any of its employees within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract,

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property? \_\_\_\_ Yes \_\_\_\_ No

4. Is the company or any of its employees presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item 2 of this disclosure? \_\_\_\_ Yes \_\_\_\_ No
5. Has the company or any of its employees, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract? \_\_\_\_ Yes \_\_\_\_ No
6. Does the company or any of its employees have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract? \_\_\_\_ Yes \_\_\_\_ No
7. Has the company or any of its employees within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance? \_\_\_\_ Yes \_\_\_\_ No

*(If the answer is yes to any of the above questions, provide details in a separate attachment to this form.)*

**Conflict of Interest Disclosure:**

1. Does any school board member or employee of the Region have a financial interest in your business or hold a position as officer, director, trustee, partner, or other top level management? \_\_\_\_ Yes \_\_\_\_ No
2. Does any school board member or employee of the Region have a family relationship with anyone employed by your business? \_\_\_\_ Yes \_\_\_\_ No

*(If the answer is yes to either of the above questions, provide details in a separate attachment to this form.)*

Did you or your company assist the Region or any agent of the Region with the development of the bid specifications? \_\_\_\_\_Yes \_\_\_\_\_No

If yes:

- a. Were you or your company compensated? \_\_\_\_\_Yes \_\_\_\_\_No
- b. Is your company's name or identity included anywhere within the specifications?  
\_\_\_\_\_Yes \_\_\_\_\_No
- c. Were you offered any preferential treatment in the bid evaluation process? \_\_\_\_\_Yes  
\_\_\_\_\_No

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Printed Name and Title

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Signature

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Date