



KIPP DELTA PUBLIC SCHOOLS

PO Box 743
Helena-West Helena
Arkansas, 72342
www.kippdelta.org

KIPP Delta Public Schools Request for Proposals

Project: *KIPP DELTA COLLEGIATE HIGH SEEKS PROPOSALS IN ORDER TO INSTALL TWO LABORATORY FUME HOODS AT DELTA COLLEGIATE HIGH IN HELENA, AR.*

Request for Proposals (RFP)

Release Date: May 10, 2018

Proposals Due Date: May 24, 2018

Contact Persons:

- (1) LINDA MURDOCK
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- (2) JANELLE JENKINS
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- (3) CHARITY HALLMAN
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Section 1 – Project Overview and Submission Instructions

KIPP Delta is soliciting proposals from qualified CONSTRUCTION SERVICES contractors interested in providing installation of Laboratory Fume Hoods. The goods or services would be performed at 215 Cherry Street location.

Interested vendors should read this package thoroughly and **return signed copies of sections 8, 9, and 10 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, May 24, 2018.** **Electronic responses** should be submitted to the following employees:

1. Linda Murdock, LINDA.MURDOCK@KIPPDELTA.ORG
2. Janelle Jenkins, JANELLE.JENKINS@KIPPDELTA.ORG
3. Charity Hallman, CHARITY.HALLMAN@KIPPDELTA.ORG

Paper responses should be mailed to the attention of: Linda Murdock at 215 CHERRY ST, HELENA, ARKANSAS 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 Charity Hallman, KIPP Delta Finance Department, and PO Box 743, Helena, Arkansas 72342 (870) 714-0580.

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.

Section 2 – Overview of KIPP Delta

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.

Section 3 – Scope of Work & Timeline

Description of Requested Services and/or Goods

Furnish all labor, materials, and equipment for installation of two laboratory fume hood compartments.

Scope of work includes:

1. Install two laboratory fume vent hoods that are 3'x4'x5.'
2. Wire and install plugs in vent hood according to instructions and specifications
3. Purchase vent blower motor of appropriate size and strength (no more than 1/3 hp). Motor must be approved by KIPP Delta before finalized.
4. Purchase materials necessary to install new vent motors and vent hoods
5. Ensure proper ventilation of vents through the classroom ceiling and roof
6. Patch and seal penetration both on the inter and exterior surfaces
7. 12 month warranty on all labor, parts, and materials at no charge to KIPP Delta
8. At the completion of work, the 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.
9. 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.
10. Work must be in compliance with State and local codes.

11. Installation and clean up needs to be completed within 10 business days of starting the project.
12. Work can be completed between the hours of 8 A.M and 5 P.M., Monday through Friday.

Section 4 – Proposal Requirements

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' experience in performing similar construction work. Bidders shall provide KIPP Delta at least 3 references of previously completed projects--including contact names, addresses, and phone number(s).

Service Timeline

- Proposals should include the information on proposed service timelines for tasks described in the scope of work section.

Cost

- Proposals must include the estimated cost for all work related to tasks and deliverables outlined in the schedule/timeline.
- Pricing quotes must remain valid for at least sixty (60) days from the proposal submission deadline.

Section 5 – Award Criteria and Submission Instructions

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.

Factors	Description	Maximum Points
Cost	Cost of services	30
Competence	Experience of vendor and staff assigned to the project and references	20
Timeline	Amount of time needed to complete the project	10
Equipment	Quality/ratings of the equipment and materials that will be used	20
Completeness	Quality and completeness of the submitted proposal	20
		100

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

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

Any actual or prospective bidder, offer or, 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

**KIPP Delta Public Schools
Project: LABORATORY HOODS – DELTA COLLEGIATE HIGH**

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.

Printed Name and Title

Signature

Date

Proposal Due Date: 09:00AM, May 24, 2018. Central Standard Time

Hard copies or Electronic copies are acceptable.

KIPP Delta Public Schools

Linda Murdock

EMAIL: LINDA.MURDOCK@KIPPELTA.ORG

Janette.Jenkins@kipdelta.org; and Charity.Hallman@kipdelta.org

PHONE: 870-714-5074

MAIL: 215 CHERRY ST, HELENA, AR 72342

Section 9 – Vendor Profile

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 – Assurances and Disclosures

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

Printed Name and Title

Signature

Date